AFD - 129 - FGL 69

File No. ~~AFD-41-FGL67 (Part)~~

(B)

1

MYSORE GOVERNMENT SECRETARIAT

Notes/Correspondence/Collection

Department ~~A&F~~ Section Forest B1

Subject :— Release of 10 acres in F.C. No. 53 of Chikoji Belgaum in favour of Buddennavar Bros for erecting a Saw Mill.

Earlier References :— AFD-41-FGL67

Later References :— FFD-191-FGL75

(Classification A/B/C)

Notes Pages 316

Correspondence Pages 2

For/Not for Section note Book

To be destroyed after

Under Secretary to Government

26.3.69

5.1.70

ಇಂದುಲಕ್ಷ್ಮಿ
ಸೆಕ್ಷನ್ ಅಧಿಕಾರಿ,
ಅರಣ್ಯ, ಪರಿಸರ ಮತ್ತು ಜೀವಿ
ಶಾಸ್ತ್ರ ಇಲಾಖೆ (ಅರಣ್ಯ-ಬಿ)

2

DOCKET SHEET

Department: A&F

File No. AFD 129 FGL 69

Section Forest 'A'

Volume:

SUBJECT

Forest Depr- N. K. Dist- Sirasi Tq- Chipaji Village- F.S.No. 53 Grant of 10 acres to Sri Doddanavar Bros for establishing a Saw Mill on lease basis for 30 years - Sanctioned.

Number and date 1	To whom sent 2	Instructions 3
3/9/70	FD	
R. & I. SECTION F.D. No 10 53 Date 3/9 Section W.II.	RBS 5/9	
	FINANCE DEPT. R & I SECTION No Date 11 SEP 1973 Section W.II.	Box 11/9
8/9 Secy., A. & F. No. 6576 Date 28/9		
Diary of the Department AFD 129 53 Dated 29/9/70	7/M.	
3486/B 26.10.70	DS(M) 26/10	
Dy. Secy. F.D. (W & S) No. 8150 Date. 26.10		

[P.T.O.

M. G. S. | Subject: | File No. 129 FGL 69

3

Sl. No. 1. letter No. B3/123/GFL/3137/66-67 dated 3.1.69 from the C.C.F B'ur.

NOTE-1

1) The main file No. AFD-41-FGL69 and part file stand marked on 16.4.69 to the Hon Minister for Forests. The same seems to have not been received in the section. We may request the Hon P.S. MCF to kindly indicate the movement of the file.

A draft G.O. note is put up for approval

28/3 26/3/69

ISSUED

Sri Ramanand Note-2

Pl. find out personally & follow up

11/4/69

Sl. No. 2 - letter No. B3/123/GFL/3137/66-67 dated 3.11.69 from the C.C.F-B'ur.

Sl. No. 3. letter No. B3/123/GFL/3137/66-67 dated 20.4.70 of the C.C.F-B'ur

Note-3:

2) I had been to the office of the Minister for Forest Agriculture twice and gave the no. of the file and the date on which it was sent. They had promised to locate. But it is unknown

from the said office that the said dairy is not readily traceable.

(2) A draft U.O. note from this is put up for approval

29/6

(3) Issue

20/6

Issued on 22/6/70.

Sl. No. 5 letter no B3/123/GFL/3137/66-67 dt. 16/6/67 from C.C.F. Bangalore.

Sl. No. 6 U.O. no 1654 dt. 23/6/70 from the office of the minister for Agriculture.

Note - 4.

(1) In the letter at page 18 the CCF has recommended to extend lease period from 15 to 30 years regarding grant of 10 Acres of land in F.S. 53 of Chippi village to M/s Doddanavar ~~and~~ Bros.

(2) The original file under reference was referred to then Min for ~~Agri Office~~ Revenue and Forest on 16-4-68. The present Agri. minister's office vide U.O. note at page 19 of have intimated that no such file is there in the office.

(3) In the absence of this file it is not possible to examine as to what were the conditions on previous occasion governing the lease. Therefore CCF will be requested to

1

3

4

5

intimate about this the conditions calling copy of G.O. if approved.

Draft also put up for approval and issue.

29/6/70

4/7

Issue
3/7/70

Issued on 4/7/70

Sl. No. 8. letter No. B3/123/GFL/3137/66-67 dated 24.6.70 of the C.C.F. B'ch

We may await further report from C.S.F with ref. to G.L dated 3.7.70 at p21 cy.

7/7

13/7/70

Sl. No. 9. letter No. B3/123/GFL/3137/66-67 dated 21.7.70 of the C.C.F. B'ch.

Note. 5

7 (i) An area of 5 acres in F.S. No. 49 of Chipgi, Sirsi Tq N.K. Dist was ordered to be leased for 15 years in G.O. No. AFD. 41. F&L 67 dated ~~4.4.67~~ 12.7.67 to M/s Donnanavar & Co for establishing a saw Mill.

① p27 cy

8 (ii) The C.C.F has recommended ② to extend the period of lease for 30 years from the date of original lease, at the request of M/s Boddanavar Bros as they have already established a modern saw mill.

② p18 cy

(iii) The file No. AFD-41-FGL67 in which the area was originally leased, ~~belongs~~ marked to the Minister for Forests which is not returned so far in spite of the requisition and of my approach. The draft agreement sent by C.C.F was not returned as the original file was not available. (Note 1 to 3). 9

(iv) However we may agree with the proposal of C.C.F and extend the period of lease by 15 years. A draft G.O. is put up for approval. F.D. may also see. The rent of lease rent is fixed as Rs 150/- per acre per annum as in existence and clause 8 of the G.O. No. AFD-41-FGL67 dated 12.7.67 is deleted, as the saw mill has already been established. 10

(v) put up ... dated 12-7-67.

(vi) Ref. para (v)

The copy of G.O. No. AFD-41-FGL67 dated 12.7.67 is placed in the file. 11

for concurrence.

P.T.O

AFD 129 FGL 69

Note.6

U.O.No.FD 4255/W2/70. FINANCE DEPARTMENT (W&S.II)

12

Ten acres were leased in July 1967 for a period of Fifteen years at Rs.80/- per acre. The reason for extension of lease to Thirty years from the date of original lease is stated to be that the Firm has already established the Saw Mills and workers quarters are also built, the labour quarters and to ensure carrying out improvements. This by in itself is not a forceful ground, now only to extend the lease for a further period of 15 years. Finance Department is unable to agree. However Finance Department has no objection to enhance the lease rent from Rs.80/- per acre per annum to Rs.150/- per acre per annum.

A

(Approved by J.S).

H.C. Sreenivasa
(H.C. Sreenivasa) 9/9/70
Under Secretary to Government,
Finance Department (W&S) 19/9/70

A.&F. SECTION
L.O.D.
No.
Date 21 SEP 1970
Section AFD 129 FA 70
21/9/70

37026

A&F Dept.

Note.7

Sec R 21/9 13) Note 5 & 6 may kindly be perused. The G.O at Sl. No. 10 is for approval

21/9/70 25/9 26/9 14) In view of the opinion summed by F.D. at note. 6 the lease period may be fixed at 15 years only.

Secy. A&F No. 5949 28/9 6670.

Secy. A&F) 28/9/70

28/9/70

Min (Forest) 15) The lease rent may be fixed at Rs.150/- per Acre, Formerly it was fixed at Rs.80/- per Acre per Annum. But the lease period may be 30 years, Normally the period is fixed

AFD.129.PeL69

for Industry in order to facilitate them to plan the Industry on a long range policy.

8

12/10/70
ALUR HANUMANTHAPPA
Min. of State for Forests.

F.M)

Min. Fin. & Youth Welf.
No. 1760 Date 13.7.

FS

16/10

RAMAKRISHNA HEGDE,
Minister for Finance,
Plg. & Youth Welfare.

F.S.)

R. & I. SECTION
A. & A. DEPT.
No. 20045
Date 2 DEC 1970
AFD 8394 PA 71
21/12/70
Sri R
2/1

U.O.No.FD/1485/Int/W2/70. FINANCE DEPARTMENT,
Works & Schemes-II.

The proposal for extension of lease may be deferred for the present.
(Approved by J.S).

(16 26.10.70

Sri Shenoi
Previous AFD no.

Sandip Kumar Hazi
Under Secretary to Government, 30.11.71
Finance Department (W&S)
26/11/71

A.F.D

Ref. para 16 nf

(17 Herewith sir, 21.10.70 | AFD 621 | Sat 1/10

A draft letter to C.E. is put up for approval. After issue, the file may be closed under class C. 22.10.70

However, it is presumed that the enhancement of rent from Rs 80/- to Rs 150/- agreed by F.D. but 'A' of para 12, goes along with the proposal of extension of lease period from 15 years to 30 years.

For orders

Put up a draft order also stating the direction in the case

B.S. Bagade 3/12

(18 6/12.

By. Secy. A
No. 8233
6/12

3/11

6/12

19) Ref. para 18.

A draft G.O. is put up for approval. The draft letter at p 30 is also for approval.

19/12

20) The F.D. is concerned with the amount of rent to be recovered and not with the extension of the lease period. Govt. in A.& F.D. has to take decision whether the lease period has to be extended or not in terms of the lease deed if any, already executed by the party. Please put up a copy of the lease deed and examine further.

20/12/71

Ref. para 20.

21) Paras 10 may kindly be perused. The agreement which was sent in f.u. w. AFD. 41. FeL 67 had not yet been returned from the office of the Hon'ble Minister for Forests. The

file No. AFD-41-FeL67 was sent to the office of the then Minister for Forests on 16.4.68. However as seen from the G.O. No. AFD. 41. FeL67 dated 4.4.67 (P24) there is no provision for further extension of lease after expiry of the original lease period. P24/C

B.S. Bagappa
1/1/72.

22) Please speak to day reg. remit.
3/1/72
Spoken
5/1/72.

23) As stated at para 17 n/t, the revision of rent goes along with the extension of lease period. As such it appears there is no necessity of revising the rent which is existing.

B.S. Bagappa
6/1

24) The lease of land has been sanctioned subject to conditions inter alia that the lessee shall pay rent at a rate of Rs. 80/- per acre per annum. This cannot now be revised unilaterally as suggested in para 10 ante and agreed to by F.D. in para 12 ante. A copy of the G.O. sanctioning the lease is at p.27/cf. 23

AFD 127-FGL 69.

The draft lease to be executed is at pages 1 to 7/cf. The L.D. may be requested to examine the draft lease deed from the legal point of view.

Dy. Secy., A. & F. Dept. No. 182 7/1.

7/1/72

Dy. Secy.: A. & F. Dept. 7/1

L.D.

L. & R. SECTION LAW & P.A. DEPT. No. 000926 10 JAN 1972

No.LAW 212/V/72

DEPARTMENT OF LAW AND PARLIAMENTARY AFFAIRS

24) The draft lease deed at Sl.Nos.1 to 7 is not in conformity with the Government Order dt.12-7-1967. The Admn.Dept. is therefore requested to obtain a fresh lease deed in accordance with the terms of the G.O. dated 12-7-67.

24(A) The Admn.Dept. is also requested to confirm that no lease deed has been executed as per G.O.No.AF 41 FGL 6, dated 4-4-1967.

L. & R. SECTION LAW & P.A. DEPT. No. 08817 28 MAR 1972

23.3.72

(B.Byrappa)
Solicitor & Ex-Officio
Dy.Secy.to Govt.,
Dept.of Law & Parly.Affairs.

25/3/72

A&F Dept.

25) Sl. No. 3. letter No. B3/123/AFL/3137/66-67 dated 10.2.72 of the C.C.F. B'lr

Ref. para 24.

A draft letter to C.C.F. is put up for approval (26) What is wanting in the proposed draft deed? Pl. speak to

2/4

3/4/72

p33

RFD.129.F&LG

12

Ref. para 26.

(27) The verified the draft agreement furnished by C.C.F as pages 7-1) contains all the terms and conditions stated in G.O. dated 12.7.67. It appears there are no omissions.

With ref. to para 24(A), the C.C.F may be requested to furnish the replies. To that extent the draft letter at p33 is modified for approval

Please explain why this case was kept back since 3-4-72 and also speak w.r.t. L.D. note to day.

13.

14/6/72

Sri R
14/6

Spoken. This file which was put up by me on 7.4.72 was wrongly with some other files. And during last month I was on leave. The delay is regretted.

14/6/72.

(28) Contacted L.D. in person and requested them to point out where the agreement sent by the C.C.F. differs from the G.O.dated 4-7-67 as observed by L.D. at para 24. They have asked to send file back clarifying the following points:

1. As page 6 the last sentence in clause 1(a) reads as follows:

" This rate of assessment is ~~xxx~~ subject to revision if circumstances so warrant".

It is necessary to mention the specific circumstances under which the rent should be enhanced.

L.D. may be requested to modify suitably.

13
AFD/129/PUL/69

2. At page 4 clause (L) reads as follows:

" He shall establish a saw mill within two years from the date of taking position of the land failing which the Govt. shall have powers to cancel the lease after giving a months notice to the party".

As the lessee has already erected the Saw Mill as reported by the C.C.F. on 16-6-70 (P.18) it is for orders whether it would be necessary to retain the clause.

3. At page 4 clause (m) reads as follows:-

" The lease is liable to be terminated at any time earlier if any of the above conditions are violated and if the area is required for Government purposes".

As suggested by L.D. at the end of the above clause we may add

" after giving one months notice to the party".

4. The S.No.83 mentioned at page 1 of the schedule should be read as S.No.53 as per the G.O.dated 4-7-67.

We may change accordingly.

29) As the agreement is yet under scrutiny we may confirm that the party has not yet executed the agreement. The file may be referred to L.D. with reference to para 24 & 24(a) for approval of the lease deed at pages 1 to 7.

16/6 US.

1883
16/6

The bracketed portion in clause 1(a) of the proposed agreement may read as below as we cannot now anticipate the Opns and as the intention of Govt. is that if the Co. makes huge profit, the rent may be revised to the advantage of Govt. :-

(30) "This rate of assessment is subject to revision every two years on the basis of mutual agreement.

L.D. 20/6/72

L.D. (Lit. I) No. 4731 Date 26/6

B.R.I. SECTION INWARD SECT. No. 122066 Section 5

Dy. Secy. A & F Dept. & Ex-officio Dy. A.P.O. No. 5645 Date 20/6

Secy., A. & P. No. 4314 Date 20/6

Pt. Speal Secy. 21/6.

US (FE)

SFII

AFD-129. FGL 69

14

(31)

The Agriculture & Forest Dept. ~~may be~~ is requested to issue a modified G.O. in the first instance incorporating therein the agreed terms and thereafter refer the file to this Dept.

(M.S. Nagaraj) 5/7
Under Secretary to Government,
Law Department.

LAW 4731/V/72

R. & F. SECTION
A. DEPT.
No 21529
Date 7 JUL 1972
Section AFD 4825 FA 72

8/7/72

A&F Dept.)

Ref. para 31 n/f.

A draft G.O. is put up for approval with the modifications

(32) Sri R 7/7

34 cf

17/7

Pl put up a draft G.O. as per instructions

18/7

Sri R 18/7

A revised draft modified G.O. is put up for approval

(33) p. 36

14/8

Please speak to Dy

14/8

14/8

Paras 16 to 18 may kindly be perused. It was already ordered by the Hon'ble M(F) at para 15 n/f that the period of lease to be extended for 30 years with a lease rent of Rs 150/-

(34)

15 APD.129.FGL69

per acre per annum. It is not clear whether M/s Doddannavar Bros are agreeable to this. It may be ascertained. A draft letter is put up for approval

16/8

35) The point involved in this case is regarding ~~to~~ the request of M/s Doddannavar Bros for extending the period of lease of 15 years to 30 years. In his letter dated 3rd January 1969 the C.C.F. submitted a draft agreement to be entered into by Government and the Company for approval. The case was referred to Law Department and the Law Department returned the case saying that the proposed agreement is not in accordance with the condition of lease of land as per the G.O. The Finance Department has agreed to the extension of the lease period from 15 years to 30 years and the then Minister also has agreed to that. It may be said that the Company has not executed the first agreement itself in respect of the first period of 15 years. It is therefore for consideration whether the draft agreement may be approved with the necessary corrections as suggested by the Law Department or whether the Company may be asked to agree to the rent at the rate of Rs. 150/- for the period to be extended so that the rent at the rate of Rs.80/- per acre as already ordered may be charged for a period of first 15 years and then at the rate of Rs.150/- for the period to be extended. Subject to approval the Company will be addressed in the matter.

p/p 8/cf.

Copy p 27/cf.

Paras 12 & 15 ante.

17/8/72

AlF 129 F9 L69 16

36

The Government Order leasing the site in favour of M/s Doddannavar & Bros covered a period of 15 years charging a rental of Rs. 80/- per acre per year. The agreement is yet to be executed though the Govt. Order was issued in 1967. The site has been occupied by the lessee for the purpose for which the grant was made.

37

One of the clauses in the Govt. Order is to the effect that the grantee should not ask for extension under any circumstances. As against this, on the application of the party and considering the industrial purpose for which the grant is made, it is considered desirable to grant extension of 15 years to the lease. It is also felt desirable to enhance the lease rent for the full period to Rs.150/- per acre per year. It may please be advised whether revoking the Government Order would be in order considering the fact that while the lease was agreed upon at a rental of Rs. 80/- per acre per year now it is considered to enhance the same to Rs. 150/-.

SS 22/8
D.S (Tech)

L.D)

LAW 6421/V/72.

38

There can be no objection for revising the terms of the proposed lease as to period andquantum of rent, the only condition precedent being that a modified G.O. should be issued incorporating all the conditions which are now proposed. Thereafter the draft lease deed may be sent to the Law Department for scrunity. The A&F Dept. may be informed accordingly.

This note is approved by D.S., Law Dept.

(M.S. Nagaraj) 29/8
Under Secretary to Govt.,
Law Dept.

A&F)

R. & I. SECTION
LAW & P.A.DEPT.
No. 130787
Section

R. & I. SECTION
A. & P. DEPT.
No. 28758
Sent to 31 AUG 1972
No. 6694 A2

L.D. (Lit. I)
No 6421 Date 23/8

17 AFD-129-FEL-69

39) A revised draft G.O. is put up for approval. clause 6 of the G.O. dated 12.7.67 (P 27) is deleted since the lessee has already established the Saw Mill.

US. 12/9

Pl. speak 12/9

Shokar. 12/9

40) A revised typed draft G.O. is put up for approval.

US. 22/9 22/9

41)

42) An area of 10 acres was leased in favour of M/s Doddannavar Bros in the outskirts of Sirsi Town for a period of 15 years at Rs. 80/- per acre, from 1967. On the setting up of the saw mill, the firm applied for the extension of lease period to cover 30 years which has been recommended by C.C.F. (Page 18 c.f.). At this stage the A & F.Department considered enhancement of lease rent to Rs. 150 per year. The Finance Department which was consulted agreed to the enhancement of the lease rent but not to the extension of lease period. The Forest Minister vide para 15 n.f. ordered that the lease period may be 30 years and rental be Rs. 150/- per acre, (para 15 n.f.) and this was endorsed by ~~F.D.~~ Finance Minister. The Finance Department ~~while~~ vide para 16 n.f. still expressed that the question of extension may be deferred. On the consideration of orders of the

AFD·129·FeL69

18

Minister for Forest vide para 15 n.f. the draft G.O. was put up. At this stage it was felt that the enhancement of lease rent from Rs. 80/- to Rs.150/- ~~from~~ for the first period of 15 years may not be regular (Para 35 n.f.) However L.D. have opined that it would be in order and the draft G.O, is put up accordingly.

Secy., A. & F.
No. 7777
29/9

43

The extension is recommended considering the installation of heavy machinery and construction of quarters etc. and at the same time, the lease rent is also ~~revised~~ suggested to be ~~x~~ enhanced. This has been once ordered by the Minister for Forests. F.D. is however reluctant to consider extension. If it is be viewed that extension to the lease period is purely an administrative order, the Govt. Order could issue.

88
28/9
D.S (Tech)

Secy. ✓
A/F. ✓

Pl. speak.
28/9

44

We may increase the rent to Rs. 150/- per acre. The question of extension can be considered later as advised by F.D.

4/8

NHF/1832/22,
N-10-22

Min A&F. yes.

K.H. Patil

K H. PATIL
Minister for Agriculture and Forests.

45

Sy (A&F) 13/10
85
13/10

Ref. para 14 & 15 n.f.
A draft G.O. is put up for approval

46

1883
10/11

10/11

Pl. speak Spokan
10/11
13/11

US.

AFD.129.FGL 69

19

Ref. para 14.

(47) A revised draft G.O. is put up for approval. After issue the file will be resubmitted.

13/11

13/11

13/11

Issue

85

16/11

Issued 18/11

Sl. No. 21. Refer. dated 31.X.72 of M/s Doddanavar Bros

Sl. No. 22 do

(48) Instructions of the Secretary at 49 cf:

"Papers pl"

sd/- A.B.D.

Dated 31.X.72

(49) Instructions of the D/S at p 49 cf:

"Put up"

sd/- SS.

Dated 31.X.72

(50) The file is resubmitted with ref. to para 14 n/f. M/s Doddanavar has represented either to extend the lease for 15 years or to retain the old G.O. No. AFD.41.FGL67 dated 12.7.67

as it is. In case Govt. intends to extend the lease period, he has requested to enhance the lease rent only for the extended period of 15 years only keeping the old lease rent for the original 15 years' lease.

In view of the same further action (51)
A be taken is for orders.

1883
18/11

E
18/11

Dy

The Govt order leasing 10 acres for installation of a saw mill was issued during 1967 at Rs 80/- per acre. The Govt took up consideration of enhancement of the lease rent to Rs150/- per acre per annum (~~only~~) on the ground that the lease period was sought to be extended. Now that Govt has not considered (52)

20

AFD./29.FGL6
21

his request to extend the lease, it may not be morally correct to enhance the lease rent. It is suggested the original lease rent may be ordered to stay.

SS
20/11
D.S (Tech)

Secy A&F
No. 9270 Date 20/11

Secy A&F)

We may consult FD in the first instance.

28/11

D.S.

for advise please,

SS
28/11

F.D.)

R. & I. SECTION
F.D.
No. 4529
Date
Section W.W.

U.O.No.FD/4529/W2/72. FINANCE DEPARTMENT (W&S.II)

There are no fresh points for reconsideration. Finance Department's previous opinion stands. (Approved by J.S).

Under Secretary to Government,
Finance Department (W&S)

A&F Dept.

R. & I. SECTION
F.D.
No. 41720
Date 14 DEC 1972
Section AF09579

Sri R
16/12

22

Paras 18 to 23 may kindly be perused. In view of F.D's opinion, further action to be taken is for orders. (25)

16/12

What is the amount spent by the party already & what is the likely amount to be spent in this connection. If the info is not available, it may be obtained from the C.C.T. (26)

Sri R
16/12.

16/12

Sl. No 23. letter No. 23. Refn. dated 13.12.22 of M/s Doddamani Bros.

Ref. para 2 b & 1 f.

A draft letter is put up for approval (27)

18/12

Issue
18/12 Issued 27/12

SS
1/2

P.S to Min A (LP)

MA2/2019/23
1-2-23

The file may please be put up after the receipt of LPs, letter issued on 27/12/23. (28)

Dy.
1/2/23

(DS. Sri Shamsuddin) SS 1/2

(59) A draft reminder is put up for approval

3/3

Issue
5/3

Issued 6/3.

Sl. No. 26. letter No. B3. GFL. 1079/67-68 dated 22.3.73 of the C.C.F. Bhl.

(60) Further report of C.C.F. may be awaited.

LM 25.4.73

Pl883
26/3

25/4

(61) A draft Interim reminder from the D/S is put up for approval

30/4

Issue
88
4/5

Issued 5.5.73

SUS

Sl. No. 28. letter No. B3-GFL 1079/67-68 dated 1.6.73 of the C.C.F. Bhl.

(62) Further report of C.C.F. may be awaited

LM 25-6-73

Pl883
16/6.

18/6.

AFD/29/FGL67 24

Sl. No. 29. letter No. B3-GFL-1079/67-68 dated 25.6.73 of the C.C.F. B'lore

With ref. to para 2 (a) (f), the C.C.F. has reported (B3) that M/s Doddanavar & Bros have spent over three lakhs of rupees for establishment of a Saw mill and its allied works. He has furnished the break-up of the expenditure. In view of the same the original lease may stand. Paras 22 to 24 may kindly be perused.

Pl. speak
19/7

Spoken
19/7

19/7

An extent of 10 acres of land in F.S. No. 53 (B4) of Chippgi, Sirsi Tq, N.K. Dist was order'd to be leased for a period of 15 years to M/s Doddanavar Bros for setting up a saw mill in G.O. No. AFD 41-FGL 67 dated 12.7.67.

The C.C.F in his letter dated 16.6.70 (B5), P. 18 had recommended for the extension of lease period for 30 years, as requested by M/s Doddanavar Bros in order to have a long lease

period to carry out further improvements. 25

(66) Along with a draft G.O. then the file was referred to L.D. Department for favour of scrutiny of the terms and conditions they had requested to time the G.O in the first instance incorporating the agreed terms and conditions and thereafter to refer the file to them.

(67) But as ordered at paras 14 & 15, a G.O revising the lease rent to Rs 150/- was issued so as to consider the extension of the period of lease.

(68) As such either we may have to agree for the lease rent of Rs 80/- per acre per year for 15 years or for the lease rent of Rs 150/- per acre per year for 30 years.

31/7 31/7

(69) In this case 10 acres of land was granted on lease for a period of 15 years on a rental of Rs.80/- per acre in favour of M/S. Doddannavar Bros., for erecting a saw mill in Sirsi (page 27/cf). The C.C.F. recommended that as a modern Saw Mill has been esta-

established, the lease period may be extended to 30 years (page 18/cf). In the draft G.O. put up at this stage in consideration of the extension to the lease period rental rate of Rs.150/- per acre per year ~~has been~~ was suggested (page 29/cf). F.D. did not agree to extend the lease period, but indicated that they would have no objection to the enhancement of the lease rent (para 12/nf). The minutes of the Minister of State for Forests thereafter was to the effect that the period of lease may be 30 years at Rs.150/- per acre per year (para 15/nf). F.D. thereon advised that the proposal for extension of lease may be deferred (para 16/nf). On the basis of note at para 44/nf and the minutes of the Minister at para 45/nf, orders were issued increasing the lease rent to Rs.150/- without touching the question of the extension of the lease period. The firm has submitted vide its application at page 51/cf that the rent of Rs.80/- as ordered in the earlier Government order may be allowed for the duration of the currently sanctioned lease period of 15 years and thereafter if extension is to be granted during the extended period the rent may be enhanced to Rs.150/-. C.C.F. has reported that the Saw Mill has been established at a cost of about Rs.3 lakhs. Hence, the purpose for which the lease has been granted has been fulfilled. In consideration of this and as the Finance Department appears to be reluctant to consider the question of grant of extension to the

lease period, it is suggested that we may allow the original terms of the Government order as regards the rate to prevail.

SS 3/8
(S.S)
D.S. (Forests)

6028 3/8

70 ~~Secy. A&F~~ I do not think we can go back to a rent of Rs 80/-. R discuss. Any agreement?

M 3/8.

71 Minister may see these papers.

72 While Govt. have the authority to increase the rent and this can be done even unilaterally as there is no agreement, the only point that seems to require consideration is that we have not acceded to his request for extension of lease but have increased the rent. Sri Doddanna has now represented that the rent may remain at Rs 80/- per acre for 15 yrs. Perhaps, a good compromise would be that we agree to a rent of Rs 80/- per acre for the first seven years (1967 to 1974) and thereafter make it Rs 150/- per acre. If Minister agrees with this

129 7GL 69

28

FD will be approached - for Concurrence (73)

6028

Minister Agri & Forests

6.8.73

MAR/1604/73
6-8-73

73) The rate from 1967 to 73 shall be Rs 80 per acre per annum and Subsequently Rs 150. per acre per annum (74)
Modify the order suitably.

K.H. Patil

K.H. PATIL,
Minister for Agriculture and Forests.

Sd/-

For Concurrence (75)

7/8.73

DS/F

SS
7/8/73

Finance Dept.

FINANCE DEPT.
R & I SECTION
No.
Date -9AUG1973
Section WII

9/8

AFD.129.FG269 29

Finance Department (W&S.II)

U.O.NO.FD/3154/W.II/73.

76 F.D. agrees to the course of action suggested by A&F Department. The period of lease may be 15 years only.

(C.B.KULKARNI) 3.9.73
Under Secretary to Government,
Finance Department (W.II)

A&F)

U.O. 3531/W2/73 FD (W+S)

77 This sent Hence returned to A&F D.

12.9.73
US FD (W+S)
12/9/73

AFD)

78. A draft G.O. is put up for approval

24/9 Please find out whether the rent at the rate of Rs. 80/- shd. be upto 1974 as in the proposed G.O. it is mentioned '1973'

24/9

79. In accordance with para 74 ref, the rent of Rs 80/- per acre per year is from 1967 to 73. The G.O. may issue. 25/9/73

25/9 issue SS 24/9

AFD-129-FGL69
30/
80

The C.C.F may be requested to send the draft agreement. A draft letter is put up for approval

12/X

Please see pages 71 to 1/cf. 81.

12/10

Is it in order? Pl put up with a note. 82.

15/X

15/10

Ref. paras 81 & 82. 83.

The draft agreement sent by C.C.F (at pages 71-1) is in respect of land granted in G.O. No. AFD. 41. FGL 67 dated 12.7.67. Since the G.O. is modified in G.O. dated 12.X.73, it is necessary to get the revised agreement. That is why the C.C.F was requested in the proposed letter at p 63 cf to send the draft agreement.

Please speak today

16/10

16/10

17/10

FD. 12 (7) Fe. L 69

84. Paras 24 to 38 ante may kindly be perused. L.D have requested to obtain a revised agreement in conformity with the modified G.O and send it to them for scrutiny. In view of the same the C.C.F may be requested to send a revised draft agreement. The draft put up at p 63 ante is for approval & issue.

18/7

As instructed by u/s a revised draft

85. is put up for approval

18/7 17/10

Ds.

26/7 | 31/7

86. As instructed a reminder issued on 17.4.74.
A draft reminder is put up for approval

17/8 17/8

Ds.

26/8 | 27/8

AFD-129-FAL 69 39
Law 853/IV/74

letter No. B3-CFL-1079/67-68 dated 18.X.74 of the C.C.F. B3

The C.C.F has sent the revised draft agreement to be got executed by M/s Doddanavar Bros in respect of 10 acres of land leased in F.S.No. 53 of Chikkaji, Sirsi Tq N.K. Dist. 87

The file may be referred to L.D for further of Scrutiny and approval 88

26/10

30.10.74.

DS(2) 5/11

853

SECTION
R.A. DEPT.
3700
8 NOV 1974
8.11.74

L.D. There is no draft lease deed available in the file. It is the adm. Section, which has to prepare the draft agreement and then send the same to this dept for scrutiny. Hence, the dept is requested to send the draft agreement for scrutiny. 89.

F.F. Dept

T. S. Lakshmanan 3.1.75
Under Secy to Govt.
Dept of Law & PA

S.O.
8/11/74

01430
FFD 454 FA 75
21/1/75

Sri R
21/1

33 AFD·129·FeL63

90) Paras 84 to 89 may kindly be perused. L.D is of the opinion that the draft agreement sent by C.C.F at p 70-69 is not in order though it contains all the terms and conditions of the G.O issued. Only the mode of the draft may have to be changed.

91) However Govt. have already issued instructions to C.C.F, empowering the D.F.O's to execute agreements on behalf of Govt and accordingly the is following. In view of the same it is for orders whether (1) the C.C.F may be requested to follow the same procedure in this case also

A) or

(2) he may be requested to send a draft revised agreement as opined by L.D

22/1. 24/1

F.S.

92) As at A.

23/1

93) Ref. para 92 ante

A draft letter to C.C.F is put up for approval

23/1 Record B. 5/1 Issue 23.1.75 9/2

34 73

GOVERNMENT OF KARNATAKA

No. AFD 129 FGL 69.

KARNATAKA GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Bangalore, dated 4.2.1975

From

The Secretary to the Government of Karnataka
Food and Forest Department.

To

The Chief Conservator of Forests(General),
Bangalore.

Sir,

Subject: North Kanara District Sirsi Taluk Chippi village F.Sy.No.53 lease of 10-0-0 acres to M/s.Doddannavar Bros., Modification-regarding.

--

Passed
4.2.75

With reference to your letter No.B.GFL-1079/67-68 dated 18.10.74, on the subject mentioned above, I am directed to request you to authorise the Divisional Forest Officer, Sirsi to execute the agreement on behalf of Government in the light of Notification No.LAW.3LGN 72 dated 3.1.74. The agreement may be prepared in the usual mode embodying all the conditions of the Government Order.

Yours faithfully,

(Jayathirtha Rao Bapu)
~~(Yours faithfully)~~
Under Secretary to Government,
Food and Forest Department.

Sub: as at p 71 of.

35 72

AFD. 129-FC-L69

CEF(yl)

With ref. to your letter No. B3-GFL-1079/67-68 dated 18-X-74, on the subject mentioned above, I am directed to request you to authorise the D.F.O Sirsi to execute the agreement on behalf of Govt in the light of notification No. LAW. 3LGN72 dated 3.1.74. The agreement may be prepared in the usual mode embodying all the conditions of the G.O.

[illegible]

[illegible]

[illegible]

36 71

No.B3-GFL-1079/67-68.

Encl one

Chief Conservator's Office (Genl)
Bangalore:Dated: 18.10.1974.

To

The Secretary to Government,
Food and Forest Department,
Bangalore.

A/38731/AM

Sir,

R.R. SECTION
DEPT.
19 OCT 1974

Sub:-North Kanara District Sirsi Taluka Chipgi Village F.Sy.No.53 lease of 10-0-0 acres to M/s.Doddannavar Bros., Modification - regarding.

Ref:-Your letter No.AFD-129-FGL-69 Dated 31-10-73.

I enclose herewith necessary revised draft lease agreement to be got executed from M/s.Doddannavar Bros. in Chipgi Village prepared by the Conservator of Forests, Kanara Circle,Dharwar embodying the conditions of the Government Orders of 12-7-67 and 12-10-73 for perusal and approval of Government.

Sri R
19/X

Yours faithfully,

Chief Conservator of Forests

37 70

Draft lease Agreement to be entered into by M/s. Doddannavar and Bros., Belgaum and the Divisional Forest Officer, Sirsi Division, Sirsi representing the Governor of Karnataka in respect of lease of 10-0-0 (Ten) acres of land out of F.Sy.No. 53 of Chipgi village in Sirsi Taluka North Kanara District.

- - - - - -

Authority:- G.O.No. AFD 41 FGL 67 dated 12-7-1967
and
G.O.No.AFD 129 FGL 69 dated 12-10-1973.

CONDITIONS

1) The tree growth on the area shall be preserved till the same is disposed off by the Forest Department.

2) The area shall be utilised for the purpose for which it is granted viz. to establish a saw mill and store timber required for the mill in 5-00 acres and putting up the temporary hutments for the industrial labour in the remaining 5-0-0 acres.

3) The period of the lease shall be 30 (Thirty) years 15 years commencing from the year 1967 (i.e. from 1967 to 1996) in the first instance. Extension of lease shall be granted by the Government at its discretion and it shall be subject to such terms and conditions as may be specified for such extended period.

3-1. In case, the period of the lease is not extended by Government beyond the period specified in condition 3 above, the firm shall vacate the area within a period of 6 months from the date of intimation to do so at its own cost. The firm shall not be liable for any compensation from Government for the same.

3-2. The lessee shall pay a rent of Rs.80/- (Eighty) only per acre per anum from 1967 to 1973 (inclusive) and at Rs.150/- (One hundred and fifty only) per acre per anum from 1974 onwards till the expiry of the lease period ~~or till revision of the rent whichever is earlier~~.

3-3. The Government will be at liberty to revise the lease rent at its discretion during the currency of the lease period. The lessee shall abide, by the orders of Government in this regard.

4. The lessee shall not ask for extension of area now leased under any circumstances.

5. The ~~grantee~~ lessee shall not sublet, mortgage or (alienate) the demised land or any portion thereof to any other party or any-body for any purpose without the specific permission of Government in writing which the Government might concede subject to such terms and conditions as they may decide.

....2.

6. The mill shall be established within 2 years from the date of taking possession of the land failing which, the Government shall be at liberty to cancel the lease after giving month's notice to the party.

7. The lease is liable to be terminated at any-time earlier, if any of the above conditions are violated and/or if the area is required for Government purpose. In the event of termination of the lease, the structures ~~whatever are~~ standing on the land on the date of such termination shall become the absolute property of Government. The lessee ~~will~~ shall not be entitled to any compensation from Government for such termination of lease.

8. The lessee shall abide by other terms and conditions that may be imposed by Government from time to time after mutual agreement.

9. The amount due to Government under the lease deed shall be paid regularly to the Divisional Forest Officer, Sirsi. ~~If the same is not paid when due, shall be recovered from the firm as Arrears of Land Revenue or under any other provision under which it could be recovered.~~ The lessor shall be entitled without prejudice to other remedies open to it and to assess any loss or damage and to recover all sums due under this deed as arrears of Land Revenue.

Draft
Sanctioned.
Mam/-

(A.Krishnaswamy)
Conservator of Forests,
Kanara Circle, Dharwar.

Sl. No. 34 39 68

AFD 129 FGL 69.

August 74.

Agriculture and Forest Department

The Chief Conservator of Forests (General)
BANGALORE.

Sir,

Subject:- North Kanara District- Sirsi Taluk - Chipgi village F.S.No.53- Lease of 10 acres to M/s.Doddannavar Bros. modification - regarding.

I am directed to invite reference to Government letter of even number dated 31-10-73 and subsequent reminder dated17-4-74, on the subject mentioned above and expedite the reply in the matter.

Yours faithfully,

on 31/8/74

(S.Shyam Sunder)
Special Officer and Ex-Officio
Deputy Secretary to Government,
Agriculture and Forest Department.

cnn/-30-8-74.

Sl. No. 34

Sub: as at p66 cf

40 67

AFD. 129. FGL 69

CCF (G)

I am directed to invite ref. to G.L. of even no. dated 32.X.73 and subsequent reminder dated 17-4-74 on the subject mentioned above and to request you to expedite the reply in the matter.

JY

8

Dy Adm

Sf-N-33

66

41

AFD 129 FGL 69.

17 April 4.

Agriculture & Forest Department.

The Chief Conservator of Forests (Gl.),
Bangalore.

Sir,

Sub: North Kanara District- Sirsi Taluk - Chipgi Village F.S.No. 53 - Lease of 10 acres to M/s. Doddannavar Bros. modification - regarding.

I am directed to invite reference to Govt. letter of even No. dated 31-10-68 on the subject mentioned above and to request you to expedite the reply in the matter.

Yours faithfully,

(S.B. Chikkamath)
Under Secretary to Government
Agriculture & Forest Department

RR.

Sl-N 33

Sub.. as at p64.

42

65

AFD-129.FGL 69

CCF (41)

I am directed

to invite ref. to G.L of even no. dated 31.x.73, on the subject mentioned above and to request you to expedite the reply in the matter

Issued
Date 17.4.74

71

cut off

Sl, No 32 43 69

AFD 129 FGL 69.

31 Oct. 73

Agriculture & Forest Department.

The Chief Conservator of Forests
(General) in Mysore, Bangalore.

Sir,

Sub: North Kanara District - Sirsi Taluk - Chipgi village F.S.No.53 - Lease of 10 acres to M/s.Doddannavar Bros. modification - regarding.

With reference to your letter No.B3/123/GFL/66-67 dated 3-1-1969, on the subject mentioned above, I am directed to invite reference to Govt. Order of even number dated 12-10-1973 and to request you to send the revised draft agreement for approval of Government incorporating only those conditions that have been stipulated in the Govt. Order mentioned above and also the Govt. Order dated 12-7-1967 quoted therein.

Yours faithfully,

(S.B.Chikkamath)
Under Secretary to Government,
Agriculture & Forest Department.

hns/29-10/2cs.

Sl. No. 32

Sub: as at p62 of

44 63

cf,

With ref. to your letter No. B3/123/GFL/66-67 dated 3.1.69, on the subject mentioned above, I am directed to invite ref: to G.O of even no. dated 12.X.13 and to request you to send the revised draft agreement ~~for sending and~~ approval of Govt. incorporating only those conditions that have been stipulated in the G.O. mentioned above and also the G.O. dt. 12-7-1967 quoted therein.

Issued
30.x.13

Sl. No. 31

Subj: as at p62 cf

45

AFD-129. FAL 69

cef,

In continuation of G.O. of even no. dated 12.X.73, I am directed to request you to send the draft agreement for scrutiny & approval of Govt. for executing the same.

Not to issue

Sl. no. 30

62

46

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

(Agriculture & Forest Department)

Sub: North Kanara District - Sirsi Taluk - Chippi Village R.F.No.53 - Lease of 10 acres to M/s.Hoddennavar Bros. modification - regarding.

ORDER N O.AFD 100 FOL 68, BANGALORE: DTD 12 OCTOBER 1973.

READ:

(1) Govt. Order No.AFD 41 FOL.67 dated 13-7-1967.

(2) Correspondence ending with letter No.FD.377.1970/67-68 dated 25-1-1973 of the Chief Conservator of Forests(General) in Mysore, Bangalore.

ORDER

Government is pleased to direct on re-examination of the case, that the following condition should be substituted for condition No.3 mentioned in Government Order No.AFD 41 FOL67, dated 13-7-1967.

"The lessees shall pay a rent of Rs.90/- per acre per year from 1967 to 1973 and Rs.130/- per acre per year from for the remaining period of lease".

This order issues with the concurrence of Finance Department vide their U.O.Note No.FD 3194/ARI/73 dated 3-8-1973.

By Order and in the name of the Governor of Mysore,

(S.R.Chikkanath)
Under Secretary to Government,
Agriculture & Forest Department.

To

The Chief Conservator of Forests(Gl.) in Mysore, Bangalore.

The Accountant General, Mysore, Bangalore(with a copy of the Government Order dated 13-7-1967).

The Weekly Gazette.

hma/9-10/Pos.

S/No 30

47 c/

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

Sub: Forest Deptt - N.K. Dist - Sirsi Tq - Chitgi village - F.S. No 53 - lease of 10 acres to M/s Doddannavar Bros - modification - regarding.

ORDER No. AFD 129 FGL 67 BANGALORE DATED THE OCTOBER 73

Read: (1) G.O. No. AFD 41 FGL 67 dated 12.7.67

(2) Correspondence ending with letter No. B3 GFL. 1079/67-68 dated 25.6.73 of the C.C.F. B'lore

p25

p60

ORDER

~~Please substitute~~ The following is substituted for condition No. 3 of G.O. dated 12.7.67 viz: The lessee shall pay a rent of Rs 80/- per acre per year. This rate is liable for revision by Govt. at any time, if circumstances so warrant.

"The lessees shall pay a rent of Rs 80/- per acre per year from 1967 to 1973 and Rs 150/- per acre per year for the remaining period of lease"

This order issues with the concurrence of F.D. vide their G.O. No. FD 3154 WII/73 dated 3.9.73

B.O. ek

To

The CCF.
The A.G. (with a copy of the G.O. dt. 12-7-67)

W.G.

ISSUED ON 12.4.74

Govt. is pleased to direct, on reexamn. of the case, that the following condition shd. be substituted for condition No. 3 mentioned in G.O. No. AFD 41 FGL 67, dt. 12-7-67.-

p.27/cf.

Sl No 29 48 AFD 4763 FA 23 60
27/6/73

C.F. No. 45] **GOVERNMENT OF MYSORE**

OFFICE OF

No. B3.GFL-1079/67-68. *Chief Conservator of Forests (General)*
Encls. *in Mysre, Bangalore.*

To Date 25 June 1973.

The Secretary to Government,
Agriculture & Forest Department,
Bangalore.

Sir, 20441

Sub:- Lease of ~~xxx~~ 10 acres of Forest Sy.No.53 of Chipgi village Sirsi Tk to M/s. Doddannavar Brothers.

Ref:- Your letter No. AFD 129 FGL 69 dated 20/22-12-1972.

26 JUN 1973

In continuation of this office letter of even number dated 1-6-1973, I enclose herewith a copy of letter No. FOP-GFL-LND/73-74 dated 30-5-73, addressed to the Conservator of Forests, K.C.Dharwar on the subject.

From the Divisional Forest Officer's report it is seen that M/s. Doddannavar Bros., Belgaum are stated to have spent over three lakhs of rupees for establishment of a ~~Sa~~ Sawmill and its allied works. From this it could be visualised that the firm has well utilised the area granted to it on lease basis.

Yours faithfully,

Chief Conservator of Forests (Gl)

dvp/

49 39

Subject:- Lease of 10 acres of Forest in Sy.No. 53 of Chipge village, Sirsi Taluka to M/s. Doddannavar Bros.

No.FOP.GFL.LND. /1973-74, Sirsi, -5-1973.

To

The Conservator of Forests,
Kanara Circle, Dharwar.

Sir,

Reference:- Your No. B2-FOP.GFL.CCF.SR.30/66-67 of 5.2.1973 and 25.5.73.

The area of 10.0.0 acres of land leased out to M/s. Doddannavar Bros., Belgaum for erection of saw mill and storing the timber is in F.Sy. No. 53 of Chipgi village and not in F.Sy.No. 65 of the said village.

2. The details of expenditure incurred for installation of saw mill, office building, labourers and staff quarters, well etc furnished by the above party are submitted herewith in triplicate as desired.

S.No.	Particulars of building etc.	Expenditure said to have been incurred. Rs.
1.	2.	3
1.	Mill sheds (2 Nos.)	50,000.00
2.	Office building (Pacca).	50,000.00
3.	Labourers and staff Quarters.	40,000.00
4.	Machinery. Installation of saw Bench Vehicle Bench, grander Circular saw.	80,000.00
5.	Wells:- Construction of 2 wells.	20,000.00
6.	Laying out pipe line to supply water.	5,000.00
	Electricity.	
	Electricity fitting charges for the saw mill Quarters etc.	15,000.00
8.	Installation of 8 Electric motors.	40,000.00
	Grand Total:-	Rs.3,00,000.00

(Rupees three lakhs only.)

.....2.

The Assistant Conservator of Forests, Sirsi Division, Sirsi was instructed to inspect the area and on personal verification agrees with the valuation statement as reported by him under his No. Nil dated 26.5.1973.

Yours faithfully,

(B.Natarajan)
Divisional Forest Officer,
Sirsi Division, Sirsi.

D/

No. B3.GFL-1079/67-68. Sl. No. 28

51 AFO 4136 (A73) 57
Office of the 5/6/73
Chief Conservator of Forests
in Mysore Bangalore.
Dated the.....
1-6-73

To

The Secretary to Government,
Agriculture & Forest Department,
Bangalore.

Sir,

Sub:- Lease of 10 acres of forest survey No.53 of Chipgi village Sirsi Tk. to M/s. Doddannavar Bros.

Ref:- Your No. AFD 129 FGL 69 dt. 1/5-5-1973. PSD

R. & L SECTION
A. & F. DEPT.
No. .....
Date 4 JUN 1973
.....

17867

I am still awaiting the report from the Conservator of Forests, Kanara circle, Dharwar. He is being reminded to furnish his report immediately. On receipt of his report further report will be submitted to Government.

Yours faithfully,

Chief Conservator of Forests(Gl).

dvp/

Copy in continuation of this office endorsement of his No. dt. 19-4-73 is forwarded to Sri D.G.Wesley, Conservator of Forests, K.C.Dharwar for report immediately.

Sri R

Sl. No. 27

Sub: as at p 55 c/f

52 56

AFD-129-F-U/69

C.F.

I am directed to invite ref. to your letter No. B3-GFL-1079/67-68 dated 22.3.73, on the subject noted above, and to request you to expedite the reply in the matter.

J/t

ISSUED

Dy. S.O.

Sl. No. 26 SS AFD 2116 PA 73 SS

o.B3.GFL.1079/67-68.

CHIEF CONSERVATOR'S OFFICE(GL)
Bangalore, dated, 22 March, 1973

To

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

Sir,

Sub: Lease of 10 acres of forest survey No.53 of Chipgi village, Sirsi Taluk to M/s. Doddanavar Bros.
Ref: Your No.AFD 129 FGL 73 dated 5-3-73.

I am still awaiting the report from the Conservator of Forests, Kanara circle, Dharwar. He is being reminded to furnish his report. Immediately on ~~his~~ receipt of his report further report will be submitted to Government.

Yours faithfully,

CHIEF CONSERVATOR OF FORESTS(GL)

MB/-

R. & I. SECTION
A. & F. DEPT.
No. 09860
23 MAR 1973

23/3

8/11 25

Sub: as at p53

54 54

A.F.D.129.F(L)69

cc

Dr

In continuing ref.

to G.L. of even no. dated 20/22-12-72, on the subject mentioned above, I am directed to request you to expedite the reply in the matter.

Yl

Sd

ISSUED
6/3/73

Dr. ...

Sl. No. 24

53

55

GOVERNMENT OF MYSORE

No. AFD 129 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Bangalore, Dated 20th Dec. 1972.

FROM

The Secretary to the Government of Mysore
Agriculture & Forest Department.

To

The Chief Conservator of Forests
(General) in Mysore, Bangalore.

Sir,

Sub: Lease of 10 acres of forest survey No.53 of Chipgi Village, Sirsi Taluk to M/s. Doddanavar Bros.

In continuation of Govt. Order of even number dated 18-11-1972 on the subject mentioned above, I am directed to request you to state whether the party has spent any money towards the installation of Saw Mill and if yes, the actual amount. If no money has been so far spent, the likely amount to be spent may be reported.

Yours faithfully,

(S.B. Chikkamath)
Under Secretary to Government,
Agriculture & Forest Department.

Issued
Date 22/12/72

Sl. No. 27

56 57

Sub: asst of 50 cf

AFB 129 Fol 69

CIF,

In continuation of even no of G.O. dated 18-11-72, on the subject mentioned above, I am directed ~~to enclose a copy of representation dated 31-X-72 of M/s Doddanavar Bros and to request you to advise what is the likely amount to be spent in this connection~~ state whether the party has spent any money towards the installation of saw mill and if yes, the actual amount. If no money has been so far spent, the likely amount to be spent may be reported

J/1

Sd/-

M/s D&Br

Sl. No. 23 57 AF09646 FAN 57 18/12

C. S. T. NO. MYS/BG/CT/A-2/63-64
S. T. NO. BG/CT/III/A-95/65-66
LICENCE NO. 174/63-64

SUBJECT TO BELGAUM JURISDICTION

Phone : 213
Grams : TIMBER

DODDANAVAR BROTHERS

TIMBER MERCHANTS, SAW MILLERS & COMMISSION AGENTS,
NEAR FORT - BELGAUM.

Ref T/DB/13/12/72-73

Date 13th Dec., 1972.

To

The Secretary to Government,
Agriculture & Forest Department,
Vidhan Soudha, Bangalore.

Sub:- Lands-Forest, Release of 10 acres in F.S.No.53 of Chingi Village, for erecting a Saw Mill and putting up the temporary hutments of their Industrial Labour.

Ref:- Government Order No. AFD 41 FGL 67 dated 12th July 1967.

-x-x-x-

Received
No. 42022
Date 16 DEC 1972
Section

~~Respected Sir,~~

With reference to the above subject, we have to bring to your kind notice that we have been granted a above said land for industrial purpose on lease basis for the period of 15 years at the rent of Rs.80/- per acre per year.

But instead of collecting a rent of Rs.80/-from us all of a sudden Forest Department has sent a recovery notice through the Divisional Forest Officer, Sirsi Division, Sirsi to collect a rent of Rs.150/- per acre per year which is unjustice.

So we request your Honour to inform the Divisional Forest Officer, Sirsi Division, Sirsi, to collect a rent of Rs.80/- as per above mentioned Government Order till the period of 15 years and after the period of 15 years for further period of lease we have no objection to collect from us a rent of Rs.150/-

In the meantime we request you to issue necessary stay order and kindly intimate accordingly to the Divisional Forest Officer, Sirsi Division, Sirsi.

Thanking you Sir,

Yours faithfully,
for Doddanaavar Brothers.

Partner.

Sri R
16/12

Copy forwarded with compliments to:

1. The Chief Conservator of Forests,(Gl) in Mysore, Bangalore.
2. The Conservator of Forests, Kanara Circle, Dharwar.
3. The Divisional Forest Officer, Sirsi Dn.Sirsi.

Sl. No. 22 50

Copy

58 Abstract Pan 9/11

From:-

Doddanavar Brothers,
Timber Merchants, Saw Millers & Commission Agents,
Near Fort.
BELGAUM

To

The Secretary,
Agriculture & Forest,
Government of Mysore,
BANGALORE.

Respected Sir,

Sub:- Lease of 10 acres of Forest Survey No.53 of Chipgi Village, Sirsi Taluk.

....

Government in their order No.AFD.41 FGL.67 dated 12-7-1967 have leased out an area of 10 acres in F.S.No.53 of Chipgi village in our favour for 15 years on condition to pay Rs.80/- per acre per year for establishing a modern Saw Mill in the said area. Now we have already established the same spending a lot of money on erection of quarters, saw mill and labour quarters etc. We have already represented to the Government to extend the lease period from 15 to 30 years.

It is now learnt that Govt. is going to increase the land rent from Rs.80/- to Rs. 150/- per year per acre, but not extending the lease period from 15 years to 30 years.

This is a shock to us and most surprising.

We request you sir either the old order No. AFD 41 FGL 67 dated 12th July 1967 be continued or lease period of 15 years be extend to 30 years. And the rent of Rs.80/- per year per acre be kept as it is till the period of 15 years and next 15 years the rent may be increased for Rs. 80/- to Rs.150/-

We hope you will give us justice and grant us our request.

Dt; 31-10-1972.

Yours faithfully,

for Doddanavar Brothers
Partner

Sri R 9/11

Sl-NN-21

59 49

Afs 8459 FA 72
2/11/72

From:-

Doddanavar Brothers,
Timber Merchants, Saw Millers & Commission Agents,
Near Fort,
BELGAUM

To

The Secretary,
Agriculture & Forest,
Government of Mysore,
BANGALORE.

Respected Sir,

Sub:- Lease of 10 acres of Forest Survey No.53 of Chipgi Village, Sirsi Taluk.

....

Government in their order No.AFD.41 FGL.67 dated 12-7-1967 have leased out an area of 10 acres in F.S.No.53 of Chipgi village in our favour for 15 years on condition to pay Rs.80/- per acre per year for establishing a modern Saw Mill in the said area. Now we have already established the same spending a lot of money on erection of quarters, saw mill and labour quarters etc. We have already represented to the Government to extend the lease period from 15 to 30 years.

It is now learnt that Govt. is going to increase the land rent from Rs.80/- to Rs. 150/- per year per acre, but not extending the lease period from 15 years to 30 years.

This is a shock to us and most surprising.

We request you sir either the old order No. AFD 41 FGL 67 dated 12th July 1967 be continued or lease period of 15 years be extend to 30 years. And the rent of Rs.80/- per year per acre be kept as it is till the period of 15 years and the next 15 years the rent may be increased for Rs. 80/- to Rs.150/-.

We hope you will give us justice and grant us our request.

Dt;

Yours faithfully,

for Doddanavar Brothers
Partner

papers pl.
Afs 31/10
DS (Forests)
Diary No. 8769 Date 31/10
put up
31/X
Sri R 31/X

Sl. No. 20 60 48

PROCEEDINGS OF THE GOVERNMENT OF MYSORE.

Sub: Forest Department - North Kanara District - Sirsi Taluk - Chipgi Village - F.S.No.53 - Grant of 10 acres of land to M/s.Doddanavar Bros for establishing a Saw Mill.

ORDER NO.AFD 129 FGL 69,
DATED: BANGALORE: THE 18TH NOV. 1972.

READ:

(1) Govt. Order No.AFD 41 FGL 67 dt: 12-7-1967.

(2) Letter No.B3/123/GFL/3137/66-67 dated 16-6-1970 of the Chief Conservator of Forests (General) in Mysore, Bangalore.

O R D E R

In Govt. Order No.AFD 41 FGL 67 dated 12-7-1967 for condition No.3, substitute the following :-

"3. The lessee shall pay a x rent of Rs.150/- per acre per year. This rate is liable for revision by Government at any time, if circumstances so warrant".

By Order and in the name of the
Governor of Mysore,

(S.B.Chikkamath)
Under Secretary to Government,
Agriculture & Forest Department.

ISSUED
18.11.72

To

The Chief Conservator of Forests(Gl.) in Mysore,B'lore.
The Divisional Forest Officer, Sirsi.
The Weekly Gazette.

SI-N 20 61 47

PROCEEDINGS OF THE GOVERNMENT OF MYSORE.

Sub: Forest Defn - N.K. Dist - Sirsi Tq - Chipgi village - F.S. No. 53 - grant of 10 acres of land to M/s Doddamani Bros for ~~erecting~~ establishing a Saw Mill.

ORDER NO. AFD-129-FCL 69

DATED THE BANGALORE NOVEMBER 72

① p27 Read: (1) G.O. No. AFD-41. FCL 67 dated 12.7.67.

② p18 (2) letter No. B3/123/GFL/3137/66-67 dated 16.6.70 of the C.C.F. (Gl) B'lore.

ORDER

In G.O. No. AFD-41. FCL 67 dated 12.7.67 for condition No. 3, ~~please~~ substitute the following:

"3. The lessee shall pay a rent of Rs 150/- per acre per year. This rate is liable for revision by Govt. at any time, if circumstances so warrant"

B.O. 14/11

U/S A&R

To
The C.C.F.
The D.F.O. Sirsi.
W.G.

Sl. No. 19 62 46

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

Subt: Forest Dept - N.K Dist - Sirsi Tq - Chipgi village - F.S.No.53 - grant of 10 acres of land to M/s Doddanavar Bros for establishing a Saw Mill -

ORDER No AFD. 129 FCL 69.

DATED THE BANGALORE NOVEMBER 72

① p2 & ② p18

Read: (1) G.O. No AFD. 41. FCL 67 dated 12.7.67

(2) letter No. B3/123/CFC/3137/66-67 dated 16.6.70 of the C.C.F (y)B'lr.

ORDER

In partial modification to G.O dated 12.7.67, please substitute clause 3 as follows:

" 3. The lessee shall pay a rent of Rs ~~10~~ 150/- per annum for year. This rate is liable for revision by Govt. at any time if circumstances so warrant."

B.O. ex

u/s ABR

To

The CCF

The D.F.O. Sirsi

W.G

Not to issue

Sl. No. 18

G3

Draft.

Sub: Forest Department - N. K. District, Sirsi Taluk - Chipgi Village - F.S. No.53 - Grant of 10 acres to M/s. Doddannavar Bros for establishing a Saw Mills on lease basis - Sanctioned.

PROCEEDINGS OF THE GOVT. OF MYSORE

ORDER NO.AFD 129 FGL 69,
DATED: BANGALORE: THE SEPT. 1972.

READ:

(1) G.O.No.AFD 41 FGL 67 dated 12-7-1967. p27

(2) Letter No.B3/123/GFL/3137/66-67 dated 16-6-70 of the C.C.F.(Gl.), Bangalore. p18

PREAMBLE:

In G.O. dated 12-7-1967 cited (1) above an extent of 10 acres of land was granted to M/s. Doddannavar Bros for a period of 15 years to put up a Saw mills as also to construct quarters for their staff.

Not to use.

The C.C.F. in his letter dated 16-6-1970 cited (2) above has recommended to extend the lease period for 30 years, as requested by M/s. Doddannavar Bros, since they have already established a Saw Mill and putup permanent labour quarters.

ORDER

In superssession of the G.O.No.AFD 41 FGL 67 dated 12-7-1967, Govt. are pleased to accord sanction for grant of 10 acres of land out of F.S.No.53 of Chipgi Village Sirsi Taluk, North Kanara District to M/s. Doddannavar Bros. for a period of 30 years on lease basis from the date of handing over possession of the land subject to the following conditions:-

~~(1) The lessee shall perform the following duties and acts, that is to say -~~

(a) ~~He~~ the lessee shall on or before the 30th day of June in every year commencing from the year of handing over possession of the land ~~with the current year~~ during

the term of this lease pay as rent the sum of rupees 1,500/- @ Rs.150/- per acre per year ~~of~~ or fraction thereof (one thousand five hundred only) to the Range Forest Officer or other person duly authorised in writing by the Divisional Forest Officer to receive the same.

(b) ~~He or where there is more than one lessee, some one of them on behalf of them all~~ The lessee shall, before signing ~~this agreement proceed with the Range Forest Officer to inspect the boundaries of the land as demarcated on the ground by special or other marks, and~~ shall satisfy himself that boundaries of the land are defined clearly and sufficiently upon the ground by the special or other marks and shall give the Divisional Forest Officer a written certificate that he is so satisfied and further shall sign.

(i) the map of land attached to this Agreement in acknowledgment that it delineates correctly the land as demarcated upon the ground.

(ii) the register of the boundary trees which have been reserved in the land, after verifying the same.

(c) ~~He~~ The lessee shall protect from fire and other damage by man or beast the land as well as the tree growth and other forest produce thereon till such time as the same is disposed off by the Forest Department and shall be responsible for all damage and loss thereto and thereof from whatsoever cause arising. Failure to pay the amount of damages assessed by the Divisional Forest Officer shall make the lessee liable to pay the Govt. a penalty ~~not exceeding Rs.~~ to be fixed by the D.F.O. . . . . and the amount of such penalty shall be recoverable from the lessee ~~under under section 85 of the said Act~~ as if it were an arrear of Land Revenue.

contd.3.

(d) ~~He~~ The lessee shall prevent any fire from spreading from the land into the neighbouring Govt. forest;

(e) ~~He~~ The lessee shall assist ~~the neighbouring~~ in extinguishing any fire occuring in the neighbouring Govt. Forest;

(f) ~~He~~ The lessee shall also assist in preventing the commission in the neighbouring Govt. forest, of any forest offence and, when there is reason to believe that any such offence has been committed in that forest, in discovering and arresting the offender;

(g) ~~He~~ The lessee shall pay all such expenses as the Divisional Forest Officer may determine to be necessary for or to have been incurred in the execution of any work to be done which by the conditions hereinbefore contained he has bound himself to perform and which on requisition made by the Divisional Forest Officer he has failed or ommitted within the time specified in such requisition to perform and all such expenses are recoverable from the Lessee together with the penalty imposed for failure to pay the expenses as an arrear of Land Revenue. ~~(under section 85 of I.F.Act, 1927.)~~

(i) ~~He~~ The lessee shall not make any excavation on any part of the said land except for the ~~purp~~ purpose of levelling the same and putting up the proposed saw mill and temporary hutments thereon and he shall not remove or utilize any stones, sand, gravel, clay or earth from the said land except such stones, sand, gravel, clay or earth as may be brought to the sur-face in the course of excavations so permitted provided however that the lessee shall not remove from the said land or utilise

contd.4.

and stone, sand, gravel, clay or earth except for the said purposes of setting up the proposed saw mill and temporary hutments and provided always that lessee shall not undertake any excavation which may in the opinion of Govt. cause soil erosion or otherwise damage the neighbouring forest land and shall not also utilize the said land or any part thereof for mining or quarrying purposes even for the purpose of obtaining any materials for putting up the proposed saw mill.

(j) The ~~area~~ lessee shall be utilized the land for the purpose for which it is granted viz., to establish a saw mill and store Timber required for the Mill. ~~in 5 acres~~ and putting up the temporary hutments for their industrial labour in the other 5 acres and for no other purpose whatsoever.

(k) ~~He~~ The lessee shall not ask for extension of area now leased under any circumstances.

(l) ~~He~~ The lessee shall establish a saw mill within 2 years from the date of taking possession of the land failing which, the Govt. shall have power to cancel the lease after giving a month's notice to the party;

(m) The lease is liable to be terminated at any time earlier if any of the above conditions are violated.

(4) ~~11.~~ The lessee, his servants and agents shall abstain from the following acts, that is to say -

(a) From sub-letting or assigning this land or any portion thereof or interest therein to any person whatsoever without the previous permission in

contd.5.

in writing from the Divisional Forest Officer;

(b) From using the land for any other purpose except the following purpose viz.

(i) For putting up a saw mill, storing timber required for the mill and for putting up the temporary hutments as approved by the D.F.O. for their Industrial labour or any other purpose which the Divisional Forest Officer may from time to time on the application of the Lessee, allow by order in writing;

(c) From claiming any right to or exercising any right over any trees or any forest produce except as specified in sub-clause(b) above;

(d) Fromkeeping the occupancy of the land six months after the receipt of the notice by him from the Divisional Forest Officer to quit;

(e) From altering or causing to be altered any boundary marks put up by the Divisional Forest Officer to demarcate the land;

(f) From building any permanent structure on the land. He may errect temporary shelters for himself and workmen after obtaining the written permission of the Divisional Forest Officer. A permanent structure is one built in concerete or burnt brick and stone whether set in mud, lime or cement, mortar.

(g) From allowing any lantana bushwood or other similar noxious growth or harmful creepers to exist or grow upon the land.

(h) From stacking and burning loppings near the reserved trees so as to damage them.

contd.6.

(m) ~~III.~~ And the lessee further in addition to the conditions hereinbefore contained, on breach of any one of which the sum of Rs. 1500/- (Rs. one thousand and five hundred only) is to be paid, agrees to the following conditions that is to say:-

(a) No person other than lessee, except as is provided in the next following clause, can or shall have any part, share or interest whatsoever in this lease;

(b) In the event of the whole or any portion of the land being sublet with the written permission of the Divisional Forest Officer, the Lessee shall be responsible for the acts and omissions of the sub-Lessees and their servants as if they were the servants of the Lessee.

(c) ~~He~~ the lessee shall not demand any compensation for any improvement which he may make on the land or for any buildings erected by him thereon during the term of his occupancy when he quits the land; he may however remove the materials of any building erected by him on the land.

(d) ~~He~~ the lessee shall be bound and shall abide by all decisions of the Divisional Forest Officer as to any question which may arise out of, or in connection with, this agreement or as to the interpretation thereof ~~or~~ any of the terms or conditions thereof.

(e) In the event of the lessee being evicted any rent owed by him shall be recoverable from him as if it were an arrear of land revenue.

/7/

This order issues with the concurrence of Finance Department vide their U.O.Note No.FD/4255/W2/70 dated 19-9-1970.

By Order etc.

U.S/, A & F.D.

To

The C.C.F.(Gl.)
The A.G.
W.G.

S1-NN-18

PROCEEDINGS OF THE GOVERNMENT OF MYSORE 1038

Sub: Forest Dept - N.K. Dist - Sirsi TS - Chipgi village. F.S. No. 53 - Grant of 10 acres to m/s Doddamanee Bros for establishing a Saw Mill on lease basis - sanctioned.

ORDER NO. AFD.129.FCL69

BANGALORE DATED THE SEPTEMBER 72

① P 7 ② P 18

Read: (1) G.O. No. AFD. 41. FCL67 dated 12.7.67

(2) letter No. B3/123/GFL/3137/66-67 dated 16.6.70 of the C.C.F. B'lore.

Preamble: In G.O. dated 12.7.67 cited (1) above an extent of 10 acres of land was granted to m/s Doddamanee Bros for a period of 15 years to put up a Saw Mill as also to construct quarters for their staff.

The C.C.F in his letter dated 16.6.70 cited (2) above has ~~requested~~ recommended to extend the lease period ~~of~~ for 30 years, as requested by m/s Doddamanee Bros, since they have already ~~erected~~ established a Saw Mill and put up permanent labour quarters.

ORDER

In supersession of G.O. No. AFD. 41. FCL67 dated 12.7.67, Govt. are pleased to ~~accord~~ sanction for grant of 10 acres of land out of F.S. No. 53 of Chipgi village, Sirsi TS, N.K. Dist to m/s Doddamanee Bros for a period of 30

37

years on lease basis from the date of handing over possession subject to the following conditions:-

(1) The tree growth on the area should be preserved till the same is disposed off by the Forest Deptt.

(2) The area shall be utilised for the purpose ~~for the purpose of~~ establishing a Saw Mill and store timber required for the Mill ~~in 5 acres~~ and putting up temporary huts for their industrial labour. ~~in the other 5 acres~~

(3) The lessee shall pay a rent of Rs 150/- per acre per year. This rate is liable for revision by Govt. at any time depending upon the lessee's earnings. ~~if circumstances so warrant~~.

(4) The lease renewable at the discretion of Govt. ~~The grantee should not ask for extension of the area now leased under any circumstances.~~

(5) The grantee has no right to sub-let the area in question.

(6) The lease is liable to be terminated at any time earlier if any of the above conditions are violated and if the area is required for Govt. purposes.

(7) The C.C.F is directed to take further action in the matter and submit an agreement for approval of Govt.

This order issues with the concurrence of ~~Govt.~~ F.D vide their U.O. note No. FD/4255/W2/70 dated 19.9.70

B.O. ok

12/9/72

To the CCF
The A.G. R&E
Copy W.G.

Sl. No. 17

Sub: as ex P12

36

72

AFD.129.FAL69

M/s Doddanavar Brothers
Near Fort Belgaum.

Sir,

With ref. to your ~~letter~~ representation dated 15.4.70, on the subject mentioned above, I am directed to request you to indicate your willingness or otherwise (*) to accept ~~the extension of~~ the period of lease ~~for~~ 30 years subject to recovery of a rent of Rs 150/- per acre for annum in respect of the lands leased in G.O. No. AFD.41.FAL69 dated 12.7.69 ~~of~~ for the entire period.

(*) before 30-9-72

J/

US

Sl. No. 16 73

PROCEEDINGS OF THE GOVERNMENT OF MYSORE. 36

Sub: Forest Deptt - N.K. Dist - Sirsi Tq. F.S. No. 53 - Grant of 10 acres to M/s Doddanavar Bros for establishing a saw mill on lease basis - sanctioned

ORDER NO. AFD 129 FGL 67

BANGALORE DATED THE AUGUST 72

p27 Read: G.O. No. AFD. 41. FGL 67 dated 12.7.67

Preamble: In G.O. dated 12.7.67 cited above, an extent of 10 acres of land out of F.S. No. 53 of Chipgi, Sirsi Tq, N.K. Dist. was ordered to be granted to M/s Doddanavar Bros for establishing a saw mill subject to certain terms and conditions.

Govt. now consider to modify some of the terms and conditions.

ORDER

In partial modification of G.O. No. AFD. 41. FGL 67 dated 12.7.67 ~~dated 8.x~~ clause 6 of the said G.O. may be read as under:

The lessee shall pay a rent of Rs 80/- per acre per year. The rate of assessment is subject to revision every two years on the basis of mutual agreement.

By order

To the CCF
The DFO Sirsi.
The A.C.
The W.C.

u/s SDR

Sl. No. 15

PROCEEDINGS OF THE GOVERNMENT OF MYSORE. 74

Sub: Forest Deptt - N.K. Dist - Chipgi Village - F.S. No. 53 - grant of 10 acres to M/s Doddanavar Bros for establishing a saw mill on lease basis - sanctioned.

ORDER No. AFD. 129. FGL 69

BANGALORE DATED THE JULY 72.

p27 Read (i) G.O. No. AFD. ~~129~~ 41. FGL 69 dated 12.7.67.

Preamble: In G.O. dated 12.7.67 cited above an extent of 10 acres of land out of F.S. No. 53 of Chipgi, Sirsi Tq, N.K. Dist, was ordered to be granted to m/s Doddanavar Bros for establishing a saw mill subject to certain terms and conditions.

Govt. considers to modify some of the terms and conditions.

ORDER

Not to print

In supersession of the G.O. No. AFD. 41. FGL 67 dated 12.7.67, Govt. is pleased to accord sanction for grant of 10 acres of land out of F.S. No. 53 of Chipgi, Sirsi Tq, N.K. Dist to m/s Doddanavar Bros for a period of ~~15~~ 30 years on lease basis, subject to the following terms and conditions:

(1) The period of lease expires by 12.7.82.

(2) The tree-growth on the area should be preserved till the same is disposed off by the Forest Deptt.

(3) The area shall be utilised for the purpose for which it is granted i.e. to establish a Saw Mill and store timber required for the Mill in 5 acres and putting up the

temporary huts for their industrial labour in the other 5 acres.

3. The lessee shall pay a sum of Rs 80/- (150/-) per acre per year. The rate of assessment is subject to revision by Govt. when circumstances so warrant (every two years on the basis of mutual agreement.)

4. The grantee should not ask for extension of area now leased under any circumstances

5. The grantee has no right to sub-let the area in question.

6. The lease is liable for to be terminated at any time earlier if any of the above conditions are violated and if the area is required for Govt. purposes.

7. This order issues with the concurrence of F.D vide their U.O. No. 3012 - WII/67 dated 11.7.67

B.O. etc

To

The CCF

The D.F.O Sirsi

The A.G. in Mysore Bve

Copy W.G.

P.S. to Minister for (A&F)

U/S A&F

Sl. No/4

Sub: as at p. 32.

33

76
/29
AFD. ~~41~~. FCL/69

CCF,

With ref. to your letter No. B3/123/GFL/3137/66-67 dated 10.2.72 on the subject mentioned above, I am directed to ~~state that the dr~~ request you to send a fresh lease deed (*) as the draft lease deed furnished by you under your letter dated 31.1.69 is not in conformity with the G.O. dated 12.7.67.

(*) in accordance with the terms of G.O. dated 12.7.67

Further I am directed to request you to confirm that no lease deed has been executed as per G.O. No. AFD. 41. FCL/67 dated 4.4.67.

p 32

W/S A&P

Sl. No 3

~~77~~ 32

AP0970 PA 32
11/2/72

B.K.Jagadeeshchandra,
Additional Technical Assistant
to the Chief Conservator of Forests(Gl)

New Public Offices,
Bangalore-1
Dated: 10-2-1972.

D.O.NO.B3-123/CFL/3137/66-67.

Dear Sri. Chikkamath,

Sub: Release of 10-0-0 acres of land in F.Sy.NO.53 of Chipgi to M/s.Doddannavar Bros,for erecting a Saw Mill and temporary Hutments.

--

I am desired to invite ~~x~~reference to this office letters of even No.dated 3.1.1969 and 3.11.1969 and request you kindly to return the draft agreement duly approved.

Yours sincerely

S.B.Chikkamath,
Under Secretary to
Government,Agriculture
and Forest Department,Bangalore.
GS.92972
compd by.

10/2/72

Sl. No 2

PROCEEDINGS OF THE GOVERNMENT OF MYSORE 78 31

Sub: Forest Defn - Release of 10 acres in F.S. No. 53 of Chifgi village, for erecting a Saw Mill and putting up the temporary huts of their industrial labour.

ORDER No. AFD 41 FCL 71 BANGALORE DATED THE DECEMBER 71.

Read: G.O. No. AFD 41 FCL 71 dated 12.7.67

ORDER

The rent Rs "80" per acre per year appearing in the clause of 13 of the G.O. dated 12.7.67 may be read as Rs "Rs 150/- per acre per year".

B.O. on

up ALR

To

CCF

Sl. No. 11

Sub: as at p 18.

79

AFD.129.FG.L69

cef,

look ref. to the ~~your~~ ~~letter No.~~ correspondence ending with your letter No. B3/123/GFL 3137/66-67 dated 21.7.70, on the subject mentioned above, I am directed to state that the proposal for extension of lease ~~now~~ is deferred for the present.

P25

S/J

U/S

Sl. No. 10

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

29

80

Sub: Forest Deptt - N.K. Dist - Sirsi Tq - Chipagi village - F.S. No. ~~49~~ 53 grant of 10 acres to Sri Doddanavar Bros for establishing a saw mill on lease basis for 30 years - sanctioned.

ORDER No. AFD. 129. FEL 67

BANGALORE DATED THE AUGUST 70

With ref. to letter No. B3/123/GFL/3137/66-67 dated 16.6.70 of the C.C.F in Mysore B'lore, on the subject mentioned above and in supersession of G.O. No. AFD. 41. FEL 67 dated ~~4.4.67~~ 12.7.67, the Governor is pleased to accord sanction for the grant of 10 acres of land out of F.S. No. ~~49~~ 53 of Chipagi, village, Sirsi Tq, N.K. Dist to M/s Doddanavar & Bros Belgaum for establishing a saw mill and storing timber etc. subject to the following conditions:

(1) The period of lease shall be 30 years from 12.7.67.

(2) The tree growth on the area should be preserved till it is disposed off by the forest Deptt.

(3) The area shall be utilised for the purpose for which it is granted i.e. to establish a saw mill and store timber required for the mill.

(4) The lessee shall pay a rent of Rs 15/- per acre per year. This rate is liable for revision by Govt. any time if circumstances so warrant.

(5) The grantee should not ask for extension of

p15 cf

area now leased under any circumstances.

5) The grantee has no rights to sublet the area in question.

6) ~~The grantee should not ask for extension of area now leased under a~~

~~7) The factory or mills should be~~

7) The lease is liable to be terminated at any time earlier if any of the above conditions are violated and if the area is required for government purposes.

This order issues with the concurrence of F.D vide their U.O. Note. FD 4255/N2/70 dated 19.9.70

31/8/70
U/S ABP

29/8

To
CP
D.F. Dharwar
D.F.O. Sirsi

27

82

Sub:-Lands - Forest - Release of 10 acres in F.S.No.53 of Chipgi Village, for erecting a Saw MillM and putting up the temporary hutments of their Industrial labour.

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

ORDER NO AFD 41 FGL 70, 67

BANGALORE DATED THE 12TH JULY 1967

Read;

1. Government Order No.AFD 41 FGL 67 dated 4-4-1967.
2. Letter No.B3.123.GFL.3 137/66-67 dated 2-6-67, from the Chief Conservator of Forests in Mysore, Bangalore.

Preamble:-

An extent of 5 acres of land out of F.S.No.49 of Chipgi Village was granted in favour of M s-Doddannavar and Bros, Belgaum for erecting a Saw Mill, in the Government Order cited.

12.7.67
15
127.82

On 2-6-67 the Chief Conservator of Forests has reported that the Sirsi Co-operative Housing Society objected to the above lease as it would disturb the residential houses nearby and hence recommended to cancel the lease and proposed in alternative lease of 10 acres of land out of F.S.No.53 of Chipgi Village in lieu of the previous lease to enable the Company to put up a Saw Mill a s also to construct quarters for their staff.

O R D E R

Government are pleased to release 10 acres of land out of F.S.No.53 of Chipgi Village, Sirsi Taluk in favour of M/S. Doddannavar & Bros., for a period of 15 years on a lease basis.

1. The tree growth on the area shouldbe preserved till the same is disposed off by the Forest Department.

2. The area shall be utilised for the purpose for which it is granted viz. to establish a Saw Mill and store timber required for the Mill in 5 acres and putting up the temporary hutments for their industrial labour in the other 5 acres.

3. The lessees shall pay a rent of Rs.80/- per acre per year. This rate is liable for revision by Government at any time, if circumstances so warrant.

4. The grantee should not ask for extension of area now leased under any circumstances.

5. The grantee has no right to sub-let the area in question.

6. The Mills should be established within 2 years from the date of taking possession of the land failing which, the Government shall have power to cancel the lease after giving a Month's notice to the party.

7. The lease is liable to be terminated at any time earlier if any of the above conditions are violated and if the area is required for Government purposes.

Pto..

II. The Chief Conservator of Firests is directed to take further action in the matter after obtaining a lease deed. The deed should be executed after approval by Government.

III. The order in Government No.AFD 41 FGL 67 dated 4-4-67 is hereby cancelled.

IV. This order issues with the concurrence of Finance Department vide their U.O.No.3012-WII/67 dated 11-7-67.

By Order and in the name of the
Governor of Mysore,

Sd/-(M.W.Winston),
Under Secretary to Government,
Agriculture & Forest Department.

To,
The Chief Conservator of Forests in Mysore, Bangalore.

Copy

CHIEF CONSERVATOR OF FORESTS.

MB/-

Sl. No. 9

84 AFD 5544 FA 70 22/7/70

25

No. B3/123/GFL/3137/66-67.

Chief Conservator's Office
Bangalore: Dated: 21/7/1970.

To

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

Sir,

Sub:-Release of 10 acres in F.S.No.53 of Chipgi to M/s.Doddannavar and Bros. for erecting a Saw Mill and temporary hutments.

Ref:-Your No.AFD-129-FGL-69 Dated 4-7-1970.

In the existing lease conditions there is no provision for further lease after expiry of the original lease period.

In view of the fact that the firm has already established a modern Saw Mill, they should be assured a long lease instead of the present 15 years and as such the case was recommended to Government. Even though there is no provision in the existing Government Order, the Government can order modification for the same if found fit as desired.

A copy of Government Order No.AFD-41-FGL-67 Dated 12-7-67 is enclosed herewith.

23060

Yours faithfully,

Chief Conservator of Forests

85 29

Sub:-Lands - Forest - Release of 5 acres in F.S.No.49 of Chipgi Village for erecting a Saw Mill in favour of M/s.Doddannavar and Bros of Belgaum.

Proceedings of the Government of Mysore.
Government Order No.AFD-41-FGL-67,Dated:Bangalore:The 4th April,1967.

Read:

Letter No.B3-123/GFL/3137/66-67 Dated 21-3-1967 from the Chief Conservator of Forests for release of 5 acres of land out of F.S.No.49 of Chipgi Village in Sirsi Taluk for establishing a Saw Mill and storing timber etc.

The Chief Conservator of Forests has recommended the release of the land requested as it is required for an Industrial purpose.

ORDER

Government are pleased to release 5 acres of land in F.S.No.49 Chipgi Village, Sirsi Taluk subject to the following terms and conditions:-

1) The area is leased in favour of M/s.Doddannavar & Bros for a period of 15 years on lease basis.
2) The tree growth on the area should be preserved till the same is disposed off by the Forest Department.
3) The area shall be utilised for the purpose for which it is granted viz to establish a Saw Mill and Store timber required for the Mill.
4) The lessee shall pay a rent of Rs.80/- per acre per year. This rate is liable for revision by Government any time if circumstances so warrant.
5) The grantee should not ask for extension of area now leased under any circumstances.
6) The grantee has no right to sublet the area in question.
7) The factory or Mills should be established within 2 years from the case of taking possession of the land failing which, the Government shall have power to cancel the lease after giving a month's notice to the party.
8) The lease is liable to be terminated at any time earlier if any of the above conditions are violated and if the area is required for Government purposes.

The Chief Conservator of Forests is directed to take further action in the matter, after obtaining a lease deed.

By Order and in the name of the Governor of Mysore,
Sd.(M.W.Winston)
Under Secy to Govt.,Agri.& Forest Department.

To
The Chief Conservator of Forests in Mysore,Bangalore.

(COPY)

N.

S/ No. 8

B3/123/GFT/3137/66-67.
Encl: petition

86 23

CHIEF CONSERVATOR'S OFFICE:
Bangalore, dated, 24/6/70

To

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

Sir,

Sub: Lease of 10 acres of F.S.No.53 of Chipgi village for erecting a Saw Mill and putting up temporary hutments.

Ref: Your Memo No.AFD 2868 FB 70 dated 5-6-70.

In resubmitting the application received under your above quoted endorsement, I have to state that necessary report in the matter has already been submitted to Government in this office letter of even No.dated 16-6-70.

Yours faithfully,

(R.A. NAIK)
Chief Conservator of Forests.

SECTION
25 JUN 1970

H66/FB/70
24825

AD 4816 FA70
26/6/70

Mb/

C.S.T. No. MYS/BG/CT/A-741/63-64
S. T. No. BG / CT/III/A-95/63-64
Licence No. 174/63-64

(ESTD : 1918)
SUBJECT TO BELGAUM JURISDICTION

Phone : 213
Grams : TIMBER

DODDANAVAR BROTHERS

TIMBER MERCHANTS, SAW MILLERS & COMMISSION AGENTS
NEAR FORT – BELGAUM.

Ref. _____

R. & I. SECTION A. & F. D. No. Date 23 APR 1970 Section 17137

Date 17-4-1970

To,

The Honourable Minister of State for Forests,
Government of Mysore, Vidhanasoudha, Bangalore.

Sir,

Sub: Lease of 10 acres of F.S.No.53 of Chipgi village for errecting a saw mill and putting up temporary hutments.

Ref: G.O.No.AFD 41 FGL 67 dated 12.7.1967.

The Government in their letter quoted above were pleased to lease 10 acres of land in Chipgi F.S.No.53 in our favour for the above purpose for a period of 15 years. We have already established a modern saw mill in the said area and started putting up hutments to the labourers. Since then improvements done by us are tremendrous, and with a view to assure of the long standing lease to carryout further improvements we request you kindly to extend our present lease period from 15 years to 30 years as in the case of similar Industries who have been leased the area for 30 years.

We request you once again to consider our case favourably and grant extension of lease.

Yours faithfully,
for Doddannavar Brothers.,
D. T. Hoskeri
Partner

copy to:
The Secretary to Government,
A&F Department, Vidhanasoudha, Bangalore 1.

Sl. No. 7

21

38

GOVERNMENT OF MYSORE

No. AFD 129 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,
Dated, Bangalore, 3rd July 1970.

FROM

The Secretary to the Government of Mysore
Agriculture & Forest Department.

To The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Release of 10 acres in F.S.No.53 of Chingi to Messrs. Doddanavar and Bros for erecting a Saw Mill & temporary hutments.

With reference to your letter No.B3/123/GFL/3137/66-67 dated 16-6-1970 on the above subject, I am directed to request you kindly to examine the proposal with reference to conditions governing the lease of land now existing as to whether there was provision for further lease.

A copy of Govt. Order No.AFD 41 FGL 67 dated 12/7/67 regarding grant of lease and necessary details may also please be furnished for reference along with your reply.

Yours faithfully,

o/c

(M.A.Srinivasan)
Under Secretary to Government,
Agriculture & Forest Department.

hns/3-7/

No. AFD 129 FGL 69 Dt. 1/6/70

20

89

To

The C.C.F. B'lore

Sub:— As in page 19 cf.

Sir

with reference to your letter no B3/123/GFL 3137/66-67 dt. 16/6/70 on the above subject, I am directed to request you kindly to examine the proposal with reference to conditions governing the lease of land ~~as~~ ~~previously~~ now existing ~~Further a copy of the G.O. issued i.e. G.O. no AFD 41 FGL 67 dt. 12/7/67~~ as to whether there was provision for further lease ~~could be granted to him~~ ~~along with~~ ~~A~~ copy of G.O. no AFD 41 FGL 67 dt. 12/7/67. regarding grant of lease and necessary details may also please be furnished for reference along with your reply

G/F

3/7/70

U.S. A&F

RECEIVED 4.7.70

&

'17.

Sl. No. 6

90

19

No,AFD 129 FGL 69.

Agriculture & Forest Department,
Forest 'B'

dated: 22-6-1970.

AFD 4798 FA70
26/6/70

U.O. NOTE.

Sub: Release of 10 acres ~~ex~~ in F.S.No.53 of Chipgi to Messrs. Doddanavar and Bros for erecting a Saw Mill and temporary hutments.

2485

Inviting reference to this Department U.O.Note of even number dated 31-3-1969, on the subject mentioned above, this Department file No.AFD 41 FGL 67 and its part file referred to the then Minister for Revenue & Forests on 16-4-68 may kindly be returned early for further action in the matter.

Dt. 654 Date. 23/70.

M.A. Srinivasan
(M.A.Srinivasan)
Under Secretary to Government,
Agriculture & Forest Department.

P.S, to Minister for Agriculture).

--

No such file is available in this office.

Private Secy. to the Min. for Agriculture.

U/S. A & F)

Sl. No. 5

91 18

C. F. No. 45]

GOVERNMENT OF MYSORE

Tele gram / phone

OFFICE OF THE

CHIEF CONSERVATOR OF FORESTS

IN MYSORE, Bangalore,

No. B3/123/GFL/3137/66-67.

Encls. 3

Date 16/6/ 1970.

To

The Secretary to Government,

Agriculture and Forest Department,

BANGALORE.

G. O. SECTION
A. F. D.
No
Date 16 JUN 1970
Sanction

Sub:-Release of 10 acres in F.S.No.53 of Chipgi to M/s.Doddannavar Bros. for erecting a saw mill and temporary hutments- extension of period of 2 had - regarding.

Ref:-G.O.No.AFD-41-FGL-67 Dated 12-7-67.

The Government in their order quoted above have ordered lease of 10 acres in F.S.No.53 of Chipgi to Messrs.Doddannavar Bros. for erecting Saw Mill for a period of 15 years.

23430

Now the party as per their petition dated 4-5-70 have represented that they have already established a modern Saw Mill in the said area and erected permanent labour quarters and to assure long standing lease to carry out improvement to increase the said lease period to 30 years.

The Divisional Forest Officer, Sirsi Division and the Conservator of Forests, Kanara have no objection to extend the lease period. I am enclosing herewith a copy of letter No.FOP/GFL/CCF/SR/30/68-69 Dated 27-5-1970 received from the Conservator of Forests, Kanara in this connection for the perusal of Government.

3988/FB/70

In the circumstances, I have no objection to extend the period of lease to 30 years instead of 15 years.

Orders of Government in the matter may kindly be communicated.

Yours faithfully,

(R.A.Naik)

Chief Conservator of Forests

N.

92 17

No.FOP/GFL/CCF/SR/30 of 68-69.

Office of the
Conservator of Forests,
Kanara Circle, Dharwar.
Dated, 27 -5-70.

To

The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub:-Release of 10 acres in F.S.No.53 of Chipgi to M/s Doddannavar ~~and~~ Bros. for erecting a saw Mill and temporary hutments.

Ref:-Correspondence resting with your D.O.No.B3-123-GFL-3137/66-67 dated 20-4-1970 addressed to the Secretary to Govt. Agril. & Forest Department.

2. I submit herewith letter No.FOP/GFL/LND/296 dated 22-5-1970 of the Divisional Forest Officer Sirsi along with a copy of letter ~~xxx~~ dated 4-5-1970 of M/s Doddanwar Bros for favour of perusal.

3. The period of lease as sanctioned in G.O.No.AFD 41 FGL 67 dated 12-7-1967 is 15 years only. The Divisional Forest Officer has recommended to extend the period to 30 ~~xxx~~ years ~~only~~. In view of the reasons stated by the Divisional Forest Officer, I agree with the Divisional Forest Officer and request you to kindly move the Government to issue orders accordingly.

Yours faithfully,

S.R.Bhagwat 25/5

(S.R.Bhagwat)
Conservator of Forests,
Kanara Circle, Dharwar.

93

Letter.

Subject:- Lease of 10 acres of F.S.No. 53 of Chipgi Village for erecting a Saw Mill and putting up quarters for labourers.

NO.FOP/GFL/LND/396(67-68)of 1970/71.
Sirsi, 22-5-1970.

To

The Conservator of Forests,
Kanara Circle,
Dharwar.

I am submitting herewith a copy of the petition No. T/245/69-70 dated 4-5-1970 received from M/s. Doddamnavar Brothers of Belgaum for favour of further action.

An area of 10-0-0 acres out of F.S.No.53 of Chipgi Village in Sirsi Taluka was leased out to M/s.Doddamnavar Brothers of Belgaum for the purpose of erecting a Saw Mill and constructing quarters for their staff for a period of 15 years as per the G.O.No.RFD.41.FGL.67 dated 12-7-1967.

Now the Party states that they have already established a Modern Saw Mill in the said area and erected permanent labour quarters. Hence they desire to have long standing lease and request to extend the lease period upto 30 years instead of 15 years as sanctioned in the above G.O.

The party has invested a large amount and the lease period as sanctioned in the above G.O. is too short. Hence there is no objection to extend the lease period from 15 years to 30 years as requested by the party.

B K C Rajan

(B.K.C.Rajan)
Divisional Forest Officer,
Sirsi Division, Sirsi.

94 15

(ESTD: 1918)
SUBJECT TO BELGAUM JURISDICTION.

Phone:213
Grams: TIMBER

DODDANNAVAR BROTHERS, Timber Merchants, Saw Millers
and Commission Agents
Near Fort- Belgaum.

Ref: T/245/69-70.

Date: 4th May, 1970.

To

The Divisional Forest Officer,
Sirsi Division, Sirsi(N.K)

Subject :-Lease of 10 acres of F.S.No.53 of Chipgi Village for errecting a Saw Mill and putting up quarters for labours.

Reference:-G.O.No.AFD.FGL 67 dated 12-7-1967.

Dear Sir,

With reference to the above subject, we have to bring to your kind notice that the Government of Mysore, Agriculture and Forest Department were pleased to sanction a lease of 10 acres of land in Chipgi Forest Survey No.53 in our favour for the above purpose for a period of 15 years as per the order under reference.

We have already established a modern Saw Mill in the said area and errected permanent labour quarters by investing lakhs of Rupees. Since then improvements done by us are tremendrous, and with a view to assure of the long standing lease to carryout furcher improvements we request you kindly to extend our present lease period from 15 years to 30 years subject to renewal of further period of 30 years, as in the case of similar industries who have been leased the area for 30 years.

We request you once again to consider our case favourably and grant the extension of lease.

Thanking you,

Yours faithfully,
for Doddannavar Brothers.

Sd/-
Partner.

Copy forwarded with compliments to :

The Conservator of Forests, Kanara Circle, Dharwar.

" C O P Y "

B.K.C. Rajan
Divisional Forest Officer
Sirsi Division, SIRSI.

Sl. No. 4 95 14

No,AFD 129 FGL 69. Agriculture & Forest Department,
Forest 'B'

dated: 22-6-1970.

U.O.NOTE.

Sub: Release of 10 acres ~~mf~~ in F.S.No.53 of Chipgi to Messrs. Doddanavar and Bros for erecting a Saw Mill and temporary hutments.

Inviting reference to this Department U.O.Note of even number dated 31-3-1969, on the subject mentioned above, this Department file No.AFD 41 FGL 67 and its part file referred to the then Minister for Revenue & Forests on 16-4-68 may kindly be returned early for further action in the matter.

(M.A.Srinivasan)
Under Secretary to Government,
Agriculture & Forest Department.

P.S, to Minister for Agriculture).

--

Sl. No. 4

Sub: as at p 10 ff

96 13

~~Ref. U.O. Note No. AFD. 129. FGL 69 dated 31.3.69~~

U.O. NOTE

AFD. 129. FGL. 69

Inviting ref. to his dept. U.O. note of even no. dated 31-3-69, on the subject mentioned above this dept. file No. AFD. 41. FGL 69 ~~dated~~ and its part file referred to therein Minister for Rev. & Forests on 16.4.69 may kindly be referred early for further action in the matter

p 10 ff

P.S. to M (~~F&F~~) (Agriculture)

UC ABR

20/6

Despatched on 22/6/70

Sl. No. 3

129/69 12

97

D.G.WESLEY,B.Sc.,(Hons).,B.Sc.,F(Edin).,
Additional Technical Assistant to the
Chief Conservator of Forests.

NEW PUBLIC OFFICE
Bangalore:1,
Dated: 20/4/ 1970.

D.O.No.B3/123/GFL/3137/66-67.

R. & L. SECTION
A. & F. D.
No.
Date 22 APR 1970
Subject 2823/FD/70.
16767

Dear Sri. Balasubramanyam,

Sub:-Release of 10 acres in F.S.No.53 of Chipgi Messrs.Doddannavar and Bros. for erecting a a saw Mill and temporary hutments.

I am desired to invite your reference to this Office letter of even No.Dated 3-1-69 and subsequent reminder Dated 3-11-69, and request you kindly to return the draft lease deed duly approved.

Yours Sincerely
D.G.Wesley
18/4

20/4

Shri.S.Balasubramanyan,
Under Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

Dy. Secy. to A & F
No. 97 dt. 20/4.

N.

6

C.F. No. 45]

GOVERNMENT OF MYSORE

OFFICE OF THE
CHIEF CONSERVATOR OF FORESTS,
in Mysore, Bangalore.

No. B-3/123/G-2/3127/66-67
Encls.

Date 3/11/1969.

To

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

Sir,

Sub:-Release of 10 acres in F.S.No.53 of Chipgi to Messrs.Doddannavar and Bros. for erecting a saw Mill and temporary hutments.

Ref:-This office letter of even No.Dated 3-1-69.

I invite reference to this office letter quoted above and request you kindly to return the draft lease agreement duly approved.

Yours faithfully,

Chief Conservator of Forests

N.

99 10

No.AFD 129 FGL 69.

Agriculture & Forest Department,
Forest 'B' Section,

dated:

U.O.NOTE.

Sub: Release of 10 acres ~~mf~~ in F.S.No.53 of Chipgi to Messrs. Doddannavar and Bros. for erecting a Saw Mill and temporary hutments.

The file No.AFD 41 FGL 67 ~~dated~~ and part file were referred to the then Minister for Revs Forests on 16-4-1968 from the Deputy Secretary, Agri.& Forest Department and they have not been received back so far.

The file may please be returned early for taking fruther action.

31/3/69

(N.Shantha Raju)
Section Officer,
Agri. & Forest Department.

To

P.S to Minister for ~~Forests~~ Agriculture.

Sl. No. 2.

Sub: cont Sl. No. 1.

100 9

AFD-129-Fel 69

U.O. NOTE

The File No. AFD-41-Fel 67 and part file were referred to the Minister for Forests on 16.4.68 from the D.S (A&F). They have not been received back so far. ~~The P.S. Minister for Agriculture may kindly verify and indicate the stage and as the file is urgently required by the Section.~~ The file may please be returned early to taking ~~out~~ further action

S.O. A&F

P.S to M (A)

ISSUED
Dated 31/7

Sl.No.1.

101 8

No.B3/123/GFL/3137/66-67.
Encl.: Draft agreement

Chief Conservator's Office
Bangalore:Dated: 3-1-1968

To

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

R. & I. SECTION
A.F.D.
No. 00317
Date 4 JAN 1969
Section 72/FR/69

Sir,

Sub:-Release of 10 acres in F.S.No.53 of Chipgi to Messrs.Doddannavar and Bros. for erecting a saw mill and temporary hutments.

Ref:-G.O.No.AFD-41-FGL-67 Dated 12-7-67.

I enclose herewith a draft lease agreement to be got executed from the party for approval of Government as required by para II of the aforesaid Government Order.

Since the tree growth standing in the area has been disposed of by sale, clause 1 of the Government Order has been ~~detailed~~ deleted from inclusion in the draft agreement.

Sri HKR

Yours faithfully,

D. Ranjundappa 3/1
Chief Conservator of Forests

N/

SI.NN.I CHJPT.

102

Authority : G.O.No.AFD 41 FGL 67 dated 12-7-1967.

G.P.R. (j)E 9-6,000-10-55-R"
G.R.R.D. No.7590/33, dt. 1-2-40 Dest: For 203 e.

(9) Standard Agreement Form for the Lease of Forest Land for temporary cultivation, storing timber constructing huts etc.

AN AGREEMENT made this day of in the year 19 between M/s. Doddannavar Bros., of Belgaum, Taluka Belgaum, Dist. Belgaum, hereinafter styled "the Lessee" of the one part and the Government Mysore, hereinafter styled the "Governor" of the other part.

WHEREAS an application has been made by the Lessee for the Temporary occupancy by him of certain forest land for the purpose of putting up a Saw Mill as also for construction of quarters for their staff and the said application has been granted upon the terms hereinbelow expressed + and as part of such terms the sum of Rs. 800=00 (Rs. Eight hundred only), has been deposited with the Divisional Forest Officer of Sirsi Division Sirsi hereinafter called "the Divisional Forest Officer" in Cash as security for the due performance by the Lessee of the conditions hereinafter expressed

AND WHEREAS by a rule under section 76, clause(d) of the Indian Forest Act, 1927, hereinafter called "the said Act", whoever enters into any contract with any Forest Officer acting on behalf of Government shall, if so required by such Forest Officer, bind himself by a written instrument to perform such contract;

NOW THESE PRESENTS WITNESS that in pursuance of the said application and in consideration of the conditions and covenant hereinafter contained and on the part of the Lessee to be respectively performed and observed, the Governor does hereby lease to the Lessee, free of any occupancy price for the same all the land specified in the schedule hereto annexed for the purpose of putting up a Saw and also for construction of quarters for their staff, for a terms of 15(Fifteen only) year(s) commencing on the day of 19, and expiring on the day of 19, (or until the land is required by the Forest Department, as the case may be) subject to all the conditions, restrictions, and stipulations

hereinafter contained;

AND in consideration of the privileges secured to him as aforesaid and in compliance with the said rule the Lessee does bind himself to perform every duty and act expressed in the conditions hereinafter contained as to be performed by him and does covenant with the Governor that he, the Lessee, and each of his servants and agents will abstain from every act expressed in the conditions hereinafter contained as to be abstained from and the Lessee does hereby agree in case of any breach of any of the said conditions to pay to the Governor through the Divisional Forest Officer on demand made in such behalf by him the sum of Rupees 800=00 (Rs. Eight hundred only), or such smaller sum as may in each case be determined by the Divisional Forest Officer in default whereof the whole of the said sum of Rs. 800=00 (Eight hundred only) or of such smaller sum as aforesaid will, in accordance with sections 85 of the said Act, be recoverable from him as an arrear of land revenue.

THE SAID CONDITIONS are as follows, namely:-

1. The lessee shall perform the following duties and acts, that is to say -

(a) he shall on or before the 30th day of June in every year commencing with the current year during the term of this lease pay as rent the sum of rupees 800=00 @ Rs. 80=00 per acre per year or fraction thereof (Eight hundred only) to the Range Forest Officer or other person duly authorised in writing by the Divisional Forest Officer to receive the same. This rate of assessment is subject to revision if circumstances so warrant.

1500/—

(b) he or where there is more than one Lessee, some one of them on behalf of them all shall, before signing this agreement proceed with the Range Forest Officer to inspect the boundaries of the land as demarcated on the ground by special or other marks, and shall satisfy himself that boundaries are defined clearly and sufficiently upon the ground by the special or other marks and shall give the Divisional Forest Officer a written certificate that he is so satisfied and further shall sign.-

(i) the map of land attached to this agreement in acknowledgement that it delineates correctly the land as demarcated upon the ground.

Slip 2

I(C) continued. Failure to pay the amount of damages assessed by the Divisional Forest Officer shall make the lessee liable to pay to Government a penalty not exceeding Rs. and the amount of such penalty shall be recoverable from the lessee under section 85 of the said Act as if it were an arrear of Land Revenue.

...

(ii) the register of the boundary trees which have been reserved in the land, after verifying the same.

(c) he shall protect from fire and other damge by man or beast the land as well as the tree growth and other forest produce thereon till such time as the same is disposed off by the Forest Department and shall be responsible for all damage and loss thereto and thereof from whatsoever cause arising (Slip 2 attached).

(d) he shall prevent any fire from spreading from the land into the neighbouring Government forest;

(e) he shall assist in extinguishing any fire occuring in the neighbouring Government Forest;

(f) he shall also assist in preventing the commission in the neighbouring Government forest, of any forest offence and, when there is reason to believe that any such offence has been committed in that forest in discovering and arresting the offender;

(g) he shall repair and keep in good order all special or other mark defining the boundaries of the land;

(h) he shall pay all such expenses as the Divisional Forest Officer may determine to be necessary for or to have been incurred in the execution of any work to be done which by the conditions hereinbefore contained he has bound himself to perform and which on requisition made by the Divisional Forest Officer he has failed or ommitted within the time specified in such requisition to perform and shall such expenses are recoverable from the Lessee together with the penalty imposed for failure to pay the expenses as an arrear of Land Revenue under section 85 of I.F.Act, 1927.

(i) He shall not make any excavation on any part of the said land except for the purpose of levelling the same and putting up the proposed sawmill and temporary hutments thereon and he shall not remove or utilize any stones, sand, gravel, clay or earth from the said land except such stones, sand, gravel, clay or earth as may be brought to the sur-face in the course of excavations so permitted provided however that the lessee shall not remove from the said land or utilize any stone, sand, gravel, clay or earth except for the said purposes of setting up the proposed sawmill and temporary hutments and provided always that lessee shall not undertake any excavation which may in the

opinion of Government cause soil erosion or otherwise damage the neighbouring forest land and shall not also utilize the said land or any part thereof for mining or quarrying purposes even for the purpose of obtaining any materials for putting up the proposed sawmill.

(j) The area shall be utilized for the purpose for which it is granted viz., to establish a saw mill and store Timber required for the Mill in 5 acres and putting up the temporary hutments for their industrial labour in the other 5 acres and for no other purpose whatsoever .

(k) he shall not ask for extension of area now leased under any circumstances.

(l) he shall establish a saw mill within 2 years from the date of taking possession of the land failing which, the Government shall have power to cancel the lease after giving a month's notice to the party;

(m) The lease is liable to be terminated at any time earlier if any of the above conditions are violated and if the area is reuired for Government purposes.

II. The Lessee, his servants and agents shall abstain from the following acts, that is to say -

(a) from sub-letting or assigning this land or any portion thereof or interest therein to any person whatsoever without the previous permission in writing from the Divisional Forest Officer;

(b) from using the land for any except the following purpose. viz.

(i) For putting up a saw mill, storing timber required for the mill and for putting up the temporary hutments as approved by the D.F.O. for their Industrial labour or any other purpose which the Divisional Forest Officer may from time to time on the application of the Lessee, allow by order in writing;

(c) from claiming any right to or exercising any right over, any trees or any forest produce except as specified in sub-clause (b) above;

(d) from keeping the occupancy of the land six months after the receipt of the notice by him from the Divisional Forest Officer to quit;

(e) from altering or causing to be altered any boundary marks put up by the Divisional Forest officer to demarcate the land;

(f) from building any permanent structure on the land. He may erect temporary shelters for himself and work-men after obtaining the written permission of the Divisional Forest Officer.

~~(Slip 4) II(f) continued~~. A permanent structure is one built in concrete or burnt brick and stone whether set in mud, lime or cement, mortar.

(g) ~~Slip 5 - II(g)~~ From allowing any lantana brushwood or other similar noxious growth or harmful creepers to exist or grow upon the land.

(h) ~~Slip 6 (II-A)~~ From stacking and burning loppings near the reserved trees so as to damage them.

III. And the Lessee further in addition to the conditions hereinbefore contained on breach of any one of which the sum of Rs. 800=00 (Rs. ~~Eight~~ one thousand hundred only) is to be paid, agrees to the following conditions that is to say:-

1500/ and

(a) no person other than Lessee, except as is provided in the next following clause, can or shall have any part, share or interest whatsoever in this lease;

(b) in the event of the whole or any portion of the land being sublet with the written permission of the Divisional Forest Officer, the Lessee shall be responsible for the acts and ommissions of the Sub-Leasees and their servants as if they were the servants of the Lessee.

(c) he shall not demand any compensation for any improvement which he may make on the land or for any buildings erected by him thereon during the term of his occupancy when he quits the land; he may however remove the materials of any building erected by him on the land.

(d) he shall be bound and shall abide by all decisions of the Divisional Forest Officer as to any question which may arise out of or in connection with this agreement or as to the interpretation thereof or any of the terms or conditions thereof.

(e) In the event of the lessee being evicted any rent owed by him shall be recoverable from him as if it were an arrear of land revenue.

AND it is hereby further agreed between the parties that in this agreement -

(1) the term "Divisional Forest Officer" shall be deemed to mean the Divisional Forest Officer or any forest officer authorized by him in writing to act in the matter

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to act in the matter on the clause in which the said term is employed;

(2) the term "Governor" shall be deemed to mean the Governor of Mysore his successors, and assigns;

(3) the term "the Lessee" shall include each and every person signing this Lease or in the case of this Lease being entered into by a firm, each and every member of such firm, and his or their heirs, executors, administrators and (subject to any condition against subletting or assigning the Lease, or any portion thereof or any share or interest therein, which may be part of the conditions of this contract) his or their assigns both jointly and severally.

IN WITNESS WHEREOF the Lessee has hereunto set his hand and the Divisional Forest Officer, Sirsi Division, Sirsi by order of and for an on behalf of the Governor of Mysore has hereunto set his hand and seal the day and the year first above written.

Signed by

Lessee.

In the presence of

Signed by

in the presence of

Divisional Forest Officer,
Sirsi Dn. Sirsi.

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SCHEDULE REFERRED TO IN THE ABOVE AGREEMENT

Name of village	Survey No.	Area		
		Acres	Gunthas	Annas
Chipgi	83	10	-	-

Description and Boundaries:

MAP OF LAND

SIGNED BY Lessee

In the presence of

Signed by

Divisional Forest Officer,
Sirsi Dn.Sirsi.

In the presence of

Seal

CERTIFICATE

Certified that I of Taluka District have inspected the boundaries of the land leased to me from S.No. of as required by clause 1(b) of the agreement signed by me. I have satisfied myself that the same are clearly and sufficiently defined on the ground by the special or other marks.

Lessee

In the presence of

1)

2)